

# DEED RECORD NO. 510.

FROM HASTINGS & HEYDEN, TO Marelda J. Donn

4. **Know All Men by These Presents,** That HASTINGS & HEYDEN, a corporation organized under the laws of the State of Nebraska,

in consideration of One and no/100 (\$1.00) DOLLARS,

in hand paid, do hereby *Grant, Bargain, Sell, Convey and Confirm* unto Marelda J. Donn, the following described Real Estate, situate in the County of Douglas and State of Nebraska, to-wit: Lot Five (5), Block Twelve (12), Happy Hollow View, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded. Subject to the 1935 County Tax and all other taxes and assessments hereafter levied or assessed. It is agreed that purchase is made subject to the following conditions: The said premises shall be occupied for residence purposes exclusively from the date hereof until January 1, 1945. No dwelling shall at any time prior to the above date be erected thereon costing less than \$5,000.00 exclusive of outbuildings, and the main body of the same shall not be nearer than 40 feet from the line of the street or streets adjacent to said lot. No building or fences to be erected or maintained on the premises until the main dwelling has been erected unless by special written permission of the seller. Premises shall not be used for the raising or feeding of swine or for any purpose that would constitute a nuisance in a purely residential district. Before erecting a dwelling on said premises, plans for same must be submitted to the seller for approval. It is expressly understood and agreed that this lot is sold subject to the rights of the Northwestern Bell Telephone Company and of the Nebraska Power Company to place and maintain pole lines on or adjacent to the lines of said lot. No sod, earth, sand, gravel or trees shall be sold and removed from said premises without the written consent of the undersigned seller; provided however, that this restriction shall not prevent or prohibit the purchaser, his heirs or assigns, from removing sod, earth, sand, gravel or trees in the development of said premises for residence purposes. The premises shall be owned or used for residence purposes only by members of the Caucasian Race. No building or improvements already erected shall be moved onto said premises unless the written consent of the undersigned seller is first obtained. The grantor shall have the right for a period of five years from this date to go upon said premises and remove as hay the alfalfa and blue grass, unless the purchaser is actually living upon said property, except purchaser shall have the right at any time to plow or cultivate said property and plant crops or trees for his own use. The grantor, for a period of five years, intends in a good faith manner to cut all weeds or growths upon said premises, keep all lot stakes in position, clear all culverts and drains and keep in reasonable repair all streets within the addition. It being understood, however, that any omission on the part of the grantor shall not constitute a cause of action against the grantor by the grantee herein, or the public generally.

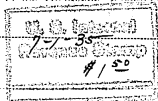
TOGETHER with all the Tenements, Hereditaments and Appurtenances to the same belonging, and all the *Estate, Title, Dower, Claim or Demand* whatsoever of the said HASTINGS & HEYDEN

of, in or to the same or any part thereof;  
To Have and to Hold the above described premises, with the appurtenances, unto the said Marelda J. Donn and to her heirs and assigns forever: And the said HASTINGS & HEYDEN, for themselves and their successors, doth covenant with the said Marelda J. Donn and with her heirs and assigns, that it is lawfully seized of said premises; that they are free from incumbrance; that it has good right and lawful authority to sell the same and that it will, and its successors shall, warrant and defend the same unto the said Marelda J. Donn and her heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

Witness the hand of the corporation by its President, and the seal thereof this 20th day of June A. D., One Thousand Nine Hundred and Thirty-five

IN PRESENCE OF

Carl S. Deems



HASTINGS & HEYDEN

By Byron R. Hastings, President

Attest: Victor L. Jones, Secretary

The State of Nebraska,

Douglas County, ss.

On this 20th day of June A. D. 1935

before me, a Notary Public in and for said County, personally came the above named Byron R. Hastings, President of HASTINGS & HEYDEN, who is personally known to me to be the identical person whose name is affixed to the above Deed as President of HASTINGS & HEYDEN, the grantor, and he acknowledged the instrument to be his voluntary act and deed, and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the date aforesaid.

My commission expires the 11 day of January, 1936

Carl S. Deems,

Notary Public.

Entered in Numerical Index and Recorded July 1st A. D. 1935 at 9:23 o'clock A.M.

Compared by Thomas J. O'Connor, Register of Deeds.