

MISCELLANEOUS RECORD No. 38

PRD. BY OMAHA PRINTING CO., OMAHA 127101

acres of the west 8 acres of Tax Lot 1 in Section 8, Township 14, North, of Range 13 East of the 6th P. M., Douglas County, Nebraska, which deed appears of record in Book 402 at Page 46 of the deed records of Douglas County, Nebraska, Affiant further states that the grantees in said deed, Edward J. Krigbaum, Margaret F. Collins, Albert A. Krigbaum, Lawrence W. Krigbaum and George A. Krigbaum are the sole and only children and heirs of the said Maria Krigbaum and Stanislaus K. Krigbaum, her husband, and were at the time of the execution of said deed.

Affiant further states that the said Maria Krigbaum was never married except to the said Stanislaus K. Krigbaum and the grantees in said deed, as above named, were, at the time of the execution of the same, on June 14, 1916, the sole and only heirs of said Maria Krigbaum.

Affiant further states that the said Maria Krigbaum is now sixty-eight years of age, and in very feeble health.

Albert A. Krigbaum

Subscribed in my presence and sworn to before me this 1st day of August, 1917.

E. R. Leigh

Notary Public.



State of Nebraska)
Douglas County.)

Entered on Numerical Index and filed for Record in the Register of Deeds Office of said County, the 3rd day of August, A. D. 1917, at 11.55 o'clock A. M.

Harry Pearce,

Register of Deeds.

Compared by,

***** P.R. *****

5. Agreement.

Metropolitan Water District of the City of Omaha,
&
Jesse P. Howe.

AGREEMENT between the Metropolitan Water District of the City of Omaha, party of the first part, for good and valuable consideration, agrees with Jesse P. Howe, party of the second part,

that a license, privilege or permit shall be granted to the party of the second part, subject to the rules and regulations of the said Metropolitan Water District of the City of Omaha, in that behalf, to make a connection for the supply of water to the premises on the following described real estate:

Lots (3) & (4)- (22)-(23) in Replat of Block (3) in Kountze Reserve, an addition to City of Omaha.

In consideration of the foregoing, said party of the second part, being 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 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 said second party's expense.

It is understood that this Agreement shall be binding upon the parties hereto, their successors, grantees, heirs and representatives.

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WITNESS our hands this 3 day of July, 1917.

Witness:

METROPOLITAN WATER DISTRICT OF CITY OF OMAHA

J. O. Detweiler.

By Frances J. Gibb. Asst. Secy.

Jesse P. Howe.

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

On this 3rd day of August, 1917, before me a Notary Public in and for said County, personally appeared Jesse P. Howe, personally known to me to be the person whose name is affixed to the foregoing instrument and that he acknowledged the same to be his voluntary act and deed, and the voluntary act and deed of all the principals.

WITNESS my hand and seal this the day and year last above written.

J. O. Detweiler,

Notary Public



State of Nebraska,)
Douglas County.)

Entered on Numerical Index and filed for Record in the Register of Deeds Office of said County, the 3rd day of August, A. D. 1917, at 4.20 o'clock P. M.

Harry Pearce,

Register of Deeds.

Compared by,
P&R

2. Lease.
Mary L. GIFFORD
to
Fred A. Castle et al.

This Lease made and entered into this 1st day of October, 1916, between Mary L. Gifford, party of the first part and hereinafter called the lessor, and Fred A. Castle and Georgie M. Castle, party of the second part and hereinafter referred to and called the lessees, WITNESSETH:

1. That in consideration of the rents and covenants hereinafter expressed, the said lessor does hereby demise and lease to the said lessees the following described premises, to-wit:

Lots 7, 9 and 9, Block 6 in Kountze & Ruth's Addition to the City of Omaha, in Douglas County, Nebraska, together with strip adjoining on East beginning at northeast corner of lot 7 running east 15 8/10 feet to west line of 16th Street, thence south along west line of 16th Street 150 feet, thence west to southeast corner of lot 9 thence north 150 feet to beginning, for a term of thirty (30) years from the date hereof.

2. And the said lessees agree to pay as rent therefor the following sums at the time and in the manner as follows, to-wit:.

The sum of \$30501.72 per year for each and every year of the first ten years of said term, the sum of \$32501.72 per year for each and every year of the second ten (10) years of said term, and the sum of \$34501.72 per year for each and every year of the last or third ten (10) years of said term. The said rent payable monthly in advance in instalments of one-twelfth (1/12) of said respective yearly amounts on the last day of each and every month at the office of the lessor in the City of Omaha, or at such other place as the lessor may in writing designate. The monthly instalments for the first ten (10) years of said term being \$2541.81, for the