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LLBROWN E PAPER CO.

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DEED RECORD No. 665

94557 * * K-B PRINTING CO. * * OMARA said instrument to be his voluntary act and deed.

Streklow

Aug 2). 1941

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WITNESS my hand and Notarial Seal the date last aforesaid. チント

W.W. Strehlow

Notary Public

My commission expires on the 21st day of August, A.D., 1941.

State of Nebraska County of Douglas

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 2nd day of May, A.D., 1939, at 3:17 o'clock, P.M. Thomas J. O'Connor

Register of Deeds

Compared by

D&W

32. Special Warranty Deed.)

The U.S. National Bank of Omaha, Ne Trustees. Nebraska, et al

William Coroch. et al.

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 Seventy-five and no/100 (\$675.00) Dollars, in hand paid by William Coroch and Ada E. Coroch of Douglas County and State of Nebraska, does hereby Grant, Bargain, Sell and Convey unto the said William Coroch and Ada E. Coroch, 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-five (35) in Pinecrest, a Subdivision of part of the North Half of the Northwest Quarter of Section Two (2), Township Fifteen (15) Range Twelve (12), East of the Sixth P.M., in Douglas County, Nebraska, as surveyed, platted and recorded, subject to building restrictions attached hereto.

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

PINECREST BUILDING RESTRICTIONS

The above described premises shall be and are restricted for residences only. Any building or buildings erected on said lot shall set back forty (40) feet from said front line, and in case said lot is a corner lot, any buildings shall be forty (40) feet from either street. Nor shall any building be erected nearer than five (5) feet to any side lot line.

Any dwelling erected on said lot shall have a ground floor area of not less than 800 square feet for a one story dwelling, and shall have a ground floor area of not less than 575 square feet if a story and a half, two story, or larger dwelling. Minimum frontage of such dwellings shall not be less than twenty-four (24) feet.

This lot is sold on the express covenant that any dwelling must be fully completed on the exterior before occupancy. That said lot shall be not improved with temporary dwellings; that the purchaser shall not use or permit the use of any trailers, garages, poultry houses, or any outbuildings for temporary dwellings, and that no residence structure shall be moved to said lot.

Above premises shall be used for residence purposes only; lots Four (4), Eight (8), and Thirty-three (33) being the only lots restricted to commercial use for retail merchandising in Pinecrest Addition, and any buildings erected on the last three above mentioned lots shall conform DEED RECORD No. 665

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both as to set back and ground floor area with the requirements for residence purposes.

No residence lot shall be subdivided into building sites having less than seventy-five hundred (7500) square feet of area, or a width of less than fifty feet frontage. No building shall be erected within five (5) feet of the rear of said lot, and easement is hereby reserved to permit access to light lines or other utilities.

The above covenants and restrictions are to run with the land and shall be binding on all parties having any interest therein, and remain in full force and effect until January 1, 1962.

The lot is sold upon the further covenant that it shall never be occupied by a colored person, nor for the purpose of doing a liquor business, nor any immoral use.

Should any party have an interest therein violate or attempt to violate any of the restrictions or covenants, it shall be lawful for any other person owning other lots in this addition to prosecute any proceedings at law, or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them in so doing, or to recover dues for such violation.

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:

TO HAVE AND TO HOLD the above described premises unto the said grantees and to their heirs forever; and the said trustees of the estate of Charles B. Keller, deceased hereby covenants that said premises are free and clear of all liens and incumbrances except taxes for 1939 and subsequent taxes and assessments and they do hereby covenant to Warrant and Defend the said premises against the lawful claims and demands of all persons claiming by, through, or under them, and against no other claims or demands.

IN WITNESS WHEREOF we have hereunto set our hands this 2nd day of May, A.D. 1939.

In presence of Lillian A. Frostrom

94557 * * * K-B PRINTING CO. * * * OMARA





THE UNITED STATES NATIONAL BANK OF OMAHA, NEBRASKA

By H.W. Yates, Trust Officer George Doane Keller

By George Doane Keller Trustees under the will of Charles B. Keller, deceased.

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

On this 2nd day of May A.D., 1939, before me, a Notary Public in and for saidCounty, personally came the above named George Doane Keller 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.

Lillian A. Frostrom
Notary Public.

My commission expires on the 21st day of March, A.D., 1940.

State of Nebraska)

County of Douglas)
On this 2nd day of May, 1939, before me, a Notary Public in and for said County,
personally came H.W. Yates, Trust Officer of The United States National Bank of Omaha who is personally known to me to be the Trust Officer 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.

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DEED RECORD No. 665

WITNESS my hand and Notarial Seal the date last aforesaid.



Lillian A. Frostrom Notary Public.

My commission expires March 21-1940.

State of Nebraska County of Douglas

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 2nd day of May, A.D., 1939, at 3:44 o'clock, P.M. Thomas J. O'Connor

Register of Deeds

Compared by

D&W

21. Warranty Deed.

Amos Grant Company

KNOW ALL MEN BY THE SE PRESENTS, That Amos Grant Co. a corporation organ-Clyde A. Surface, et al.) ized under the laws of the State of Nebraska, in consideration of One Dollar (\$1.00) and other valuable considerations Dollars, in hand paid, does hereby Grant, Bargain, Sel 1. Convey and Confirm unto Clyde A. Surface and Irene M. Surface as Joint Tenants, and not as tenants in common, the following described real estate, situate in the County of Douglas, and State of Nebraska, to-wit:

Lot Thirteen (13) in Block Four (4) in Reed's Third Addition to the City of Omaha, as surveyed, platted and recorded.

Subject to the second half 1939 City taxes and the second half 1938 County taxes and all subsequent taxes and assessments and interest thereon.

Subject to restrictions and reservations of record, together with all the Tenements Hereditaments and Appurtenances to the same belonging, and all the Estate, Title, Claim or Demand what soever of the said grantor, of, in or to the same, or any part thereof.

It being the intention of all parties hereto, that in the event of the death of either of said grantees, 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 and assigns of the survivor of them, forever.

And the said grantor, for itself and its successors, does covenant with the said grantees and with their assigns and with the heirs and assigns of the survivor of them, that it is lawfully seized of said premises, that they are free from incumbrance, except as stated herein, 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 grantees and unto their assigns, and unto the heir and assigns of the survivor of them, forever, against the lawful claims and demands of all persons whomsoever, excluding the exceptions named herein.

In Witness Whereof, said Amos Grant Co. has caused these presents to be signed by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, this 2nd

day of May, 1939 In Presence Of John Wozniak



AMOS GRANT CO

Amos Grant, President. Ву Attest: George Hanson, Secretary.