

64/815

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into by and between ADELE R. ROTH, a single person, Party of the First Part, hereinafter referred to as SELLER, and CHATEAU De LEAUX, INC., a Nebraska Corporation, Party of the Second Part, hereinafter referred to as BUYER.

WHEREAS, the Seller is the owner of certain real estate in Douglas County, Nebraska, described as: LOT THIRTEEN (13), Tex 1st Addition to the City of Omaha, Douglas County, Nebraska, and is desirous of selling same; and,

WHEREAS, the Buyer is desirous of purchasing the above described real estate under certain terms and conditions hereinafter set out in detail:

NOW, THEREFORE, for and in consideration of mutual promises and covenants and the purchase price hereinafter set out, the parties hereto agree:

1. The Seller does hereby agree to sell to the Buyer, and the Buyer does hereby agree to purchase from the Seller, the following described real estate, to-wit:

LOT THIRTEEN (13) Tex 1st Addition to the City of Omaha, Douglas County, Nebraska.

2. And the Buyer does hereby agree to pay the Seller for said real estate the sum of THREE THOUSAND DOLLARS (\$3,000.00) in the following manner and form, to-wit:

A. The sum of One Hundred Dollars (\$100.00) upon the execution of this Agreement, the receipt whereof is hereby acknowledged by the Seller; and,

B. The balance of Twenty-Nine Hundred Dollars (\$2900.00) upon closing day, as hereinafter set out.

3. The Seller agrees to convey the said real estate to the Buyer or its

Nominee by a good and sufficient warranty deed, free and clear of all encumbrances whatsoever kind or nature.

4. The Seller agrees to close this sale and purchase within thirty (30) days from the date of delivery to the buyer of an abstract of title to the above described real estate, extended to the date hereof; and Buyer agrees to furnish Seller an opinion of title to said real estate, and if any defects appear in said title, the Seller shall have a reasonable time to correct said defects.
5. Possession of said premises shall be delivered by the Seller to the Buyer on the date of closing.
6. It is agreed that the real estate taxes due and payable on January 1st, 1966, shall be pro-rated as of the date of closing.
7. It is further understood and agreed by and between the parties hereto that the Seller owns adjacent land upon which her home is located; and that the septic tank and laterals servicing said residence is located in and upon the above described real estate; that if and when Buyer installs a sewer in front of or adjacent to the Seller's residence, the Buyer will, at its own expense, connect the Seller's residence sewer to said sewer line; and provided further, that pending the installation of said sewer and connections thereto as hereinbefore stated, the Buyer shall refrain from doing anything upon said Lot 13, which may in any manner interfere with or jeopardize the said septic tank and laterals.
8. It is provided further that in the event the Seller shall be unable to convey said real estate by good and sufficient warranty deed, she shall forthwith return the aforesaid \$100.00, described in Paragraph 2 A, hereof; and in the event the Buyer shall refuse to consummate the sale and purchase of the said real estate as herein agreed to, then and in that event the Buyer shall forfeit said \$100.00 and the same shall be considered as

full and complete liquidated damages for its failure to carry out the terms of this Agreement.

9. It is further agreed by and between the parties hereto that when the Buyer hard surfaces 59th Street in front of the Seller's residence, the same will be by and at the expense of the Buyer, and at no expense to the Seller.

DATED this 1st day of April, 1966, in Omaha, Nebraska.

[Signature]
Adele R. Roth, a single person

CHATEAU DeLEAUX, INC.

BY: [Signature]
President

FILED IN REGISTER
D. J. HENNINGSON
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1966 FEB 28 PM 4 04

[Signature]

THE STATE OF NEBRASKA }
Douglas County }
Entered in Numerical Index and filed
for Record in the office of the Register
of Deeds of said County and recorded in
Book 507 of new
Page 419
@ Harold Ostrow
REGISTER OF DEEDS

By Adele R. Roth
MAIL 4510 Le 5th St
N G.P.N.-PG
Compared Fee 925
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