

WARRANTY DEED



KNOW ALL MEN BY THESE PRESENTS:

That RAYMOND W. REID and EMOGENE K. REID, husband and wife, in consideration of the sum of Two Dollars (\$2.00) in hand paid, do hereby grant, bargain, sell, convey and confirm unto GLENN A. PRESTON and MAREN S. PRESTON, husband and wife, as joint tenants and not as tenants in common;



An undivided one-eighth (1/8) fractional interest in and to the following described real estate situated in Douglas County, Nebraska, and known as COUNTRY CLUB MANOR, to-wit:



Lots Eight (8), Nine (9) and Ten (10), Block One (1), in COUNTRY CLUB DISTRICT, an addition to the City of Omaha as surveyed, platted and recorded, except the South 36.8 feet thereof, but excluding from said exception and including in this description a portion of the South 36.8 feet of Lot 9 shown and designated as a grass plot on a plat and survey prepared by Howard Thomas Engineering Company dated April 23, 1949, with the understanding

(a) that the concrete driveway as presently constructed and in use along approximately the South 15 feet of the premises herein conveyed (excluding said grass plot) and along approximately the North 15 feet of the premises adjoining on the South (known as Country Club Apartments) shall be used as a joint driveway by the respective owners of said adjoining properties; that said jointly used driveway shall be kept clear of obstacles; that the expense of upkeep and repair of said jointly used driveway shall be shared equally by the respective owners of said adjoining properties on a basis of 50% chargeable to each property; that said above described property (Country Club Manor) and the property adjoining on the South (Country Club Apartments) shall have reciprocal easement rights over and across said joint driveway for the purposes aforesaid and that the owners and occupants of the premises herein conveyed, their agents, servants, licensees, etc., shall have the right and privilege of crossing and recrossing said concrete driveway for the purpose of ingress to and egress from the above mentioned grass plot;

(b) that the sewer line as presently constructed and in use serving the said Country Club Manor, running East and West under said joint driveway through Lots 10 and 9 and a portion of Lot 8, thence southeasterly through Lot 8 and south along the east line of Lot 13, to join and connect with the sewer main in Corby Street, shall be used jointly by the respective owners of the said Country Club Manor and the respective owners of the said Country Club Apartments adjoining on the South, as a sewer line for the said Country Club Manor and as a water drainage line for both properties, including the right of the owners of said Country Club Manor to maintain, repair or replace said sewer line, the cost of such maintenance, repair or replacement to be borne by the owners of said Country Club Manor; and that said

adjoining properties shall have reciprocal easement rights for the use of said sewer line as aforesaid. If, said premises known as Country Club Apartments are damaged in the process of repairing or replacing said sewer line, such damage shall be remedied by and at the cost of the owner or owners of the said Country Club Manor;

(c) that the tool room shown and designated on said Howard Thomas Engineering Company's plat and survey as being attached to the five-stall garage located on Lot 8, shall be reserved as tool storage space for the use and benefit of the owners of said Country Club Manor so long and during such period as said five-stall garage shall remain in existence. At the expiration of such period the right to the use of said tool room by the owners of Country Club Manor shall terminate;

together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said grantors of, in or to the same; subject to the prorata share of the 1949 county and 1950 city taxes and all subsequent taxes and assessments, and to the following terms and stipulations, to-wit:

1. The grantors have heretofore entered into a management agreement with Hal Easton Company for the management of the above described premises, a copy of which agreement has been furnished to the grantee herein. The grantee herein by the acceptance of this deed does hereby agree to be bound by and to perform and do all things by him required to be done under and pursuant to the terms and provisions of said management agreement, and said management agreement is by reference thereto expressly incorporated in and made a part hereof.
2. The grantee herein shall in no wise be liable for the failure of any other purchaser or owner of any fractional interest in the afore described property to make the payments required to be made by such other purchaser or owner to the sellers under the terms of such purchase agreement or said management agreement.
3. The grantee herein shall have the right to occupy the apartment known as 5249 Military Avenue situated on the above premises as a one-family dwelling unit, in accordance with and subject to the terms and provisions of said management agreement.
4. The undivided interest conveyed by this deed shall not be assignable or transferable by the grantee herein, except with consent and approval in writing of the owners of at least four-eighths (4/8) of said real estate, in addition to the grantee herein, first had and obtained.

This deed is given in fulfillment of a land contract recorded in Book 250 at Page 557 of the Miscellaneous Records of said Douglas County.

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 undivided one-eighth (1/8) fractional interest conveyed by this deed shall vest in the surviving grantee.

TO HAVE AND TO HOLD the above described undivided one-eighth (1/8) fractional interest in and to said premises, with the appurtenances, unto 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 we, the grantors named herein, for ourselves, and our heirs, executors and administrators, do covenant with the grantees named herein and with their assigns, and with the heirs or assigns of the survivor of them, that we are lawfully seized of said undivided one-eighth (1/8) fractional interest in and to said premises; that said undivided one-eighth (1/8) fractional interest is free from encumbrance except as stated herein, and that we, the said grantors, have good right and lawful authority to sell the same and that we will, and our heirs, executors and administrators shall, warrant and defend the same unto the grantees named herein and unto their assigns and unto the heirs and assigns of the survivor of them forever, against the lawful claims of all persons whomsoever, excluding the exceptions named herein.

IN WITNESS WHEREOF we have hereunto set our hands this

7 day of February, 1953.

Raymond W. Reid
Emogene K. Reid

State of Missouri }
County of Cole } ss

On this 7 day of February, 1953, before me, a Notary Public in and for said county, personally came the above named RAYMOND W. REID and EMOGENE K. REID, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors, and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Lois M. Pope
Notary Public



5. ENTERED BY NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
10 BY *Jul* 1953 AT 10:31 AM THOMAS A. O'CONNOR, REGISTER OF DEEDS

4.05