

MISCELLANEOUS RECORD No. 12

said Hanna Hudson, to whom said Edward L. Harris conveyed said lot by deed dated March 25 1895 and recorded in Book 81 Page 6 of said records; and with Hannah Hudson, ^{who} with her said husband Edward T. Hudson, conveyed said lot to Earl B. Slawson by deed dated January 8, 1901 and recorded in Book 100 Page 223 of said records; and that said names Hanna Hudson, Anna Hudson, and Hannah Hudson represent the same and identical person, despite the discrepancy.

Henry F. Peters

Subscribed and sworn to before me this 23 day of February 1934.

Verne Hedge, Notary Public



My commission expires Nov 26 1939

Agreement
American Savings & Loan Ass'n
With
R. A. Locke
Filed for Record
February 24, 1934 at 8:25 A. M.
J. J. Vaughan
Register of Deeds
Fee \$1.50

THIS AGREEMENT, made and entered into this 21st day of February 1934, by and between the American Savings and Loan Association, of Lincoln, Nebraska, A Nebraska Corporation, Party of the First Part, and R. A. Locke, a single man, of Lincoln, Nebraska, Party of the Second Part.
WITNESSETH: that said party of the First Part is the owner of Lots Four (4), Five (5), Ten (10), Eleven (11), and Twelve (12), all in Block Twelve (12), Capitol Hill, an addition to Lincoln, Lancaster County, Nebraska, and said Party of Second Part is the owner of Lots One (1), Two (2), Three (3), Six (6), Seven (7), Eight (8), Nine (9), all in Block Twelve, (12) Capitol Hill, an addition to Lincoln, Lancaster County, Nebraska. It is therefore agreed by and between the parties hereto for the mutual benefit of both parties to this agreement, that they, their successors, heirs, or assigns shall hold and impose upon said real estate herein above described the following regulations and restrictions as set out, to-wit:

- (1) For a period of fifty years from date of this agreement, no person of other than the Caucasian race, shall be or become the Grantee or Lessee of said property or, except as a servant in the family living thereon, be granted the privilege of occupying the same.
- (2) For a period of twenty-five years (25), no building other than private dwellings or private dwelling and garages shall be erected upon the above described property; that no more than one such dwelling or one such dwelling and garage shall be erected on any one lot as the same may be determined by the original plat. This shall not prevent the parties hereto agreeing in writing, as to their respective lots, that parts of two buildings may extend onto one lot if each of such buildings is located upon a tract not less than the width of a lot, also, parties hereto may consent in writing, as to their respective lots to building upon parts of two lots aggregating more than one lot, and no such dwelling shall be erected at a cost of less than Fifty-five Hundred and 00/100 (\$5,500.00) Dollars on Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), and such dwelling shall not be less than two ~~we~~ stories and basement in height. On Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) no such dwelling shall be erected at a cost of less than Five Thousand and 00/100 (-5,000.00) Dollars, and may be one story and basement in height. Said dwelling shall be so planned and placed upon the above described premises that it shall be parallel with the front lot line of said premises and not within twenty-five (25) Feet from the front line of the lot or lots upon which same is erected, or with ⁱⁿ eight (8) feet of the lot line of the property adjoining the above described premises.
- (3) No portion of the above described premises nearer to any highway than the building lines as hereinbefore fixed, shall be used for any purpose other than that of a lawn.

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Nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks and drives, the planting of trees and shrubbery, the growing of flowers or ornamental plants or for statuary, fountains and similar ornamentation for the purpose of beautifying said premises.

(4) The above described premises shall not be subdivided or changed from the original plat within a period of twenty-five (25) years from the date of this instrument without the written consent of the American Savings and Loan Association as to Lots Four (4), Five (5), Ten (10), Eleven (11) and Twelve (12), and without the written consent of R. A. Locke as to Lots One (1), Two (2), Three (3), Six (6), Seven (7), Eight (8), and Nine (9).

(5) No nuisance, advertising sign, bill-board, or other advertising device shall be permitted, erected, placed or suffered to remain upon said premises, and said premises shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land.

(6) It is mutually agreed that no building of any kind whatsoever is to be moved on to the above described premises.

The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions hereof, and shall run with the land, and shall bind the purchaser of any of the above described property, his successors, administrators, devisees and assigns.

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IN WITNESS WHEREOF, we have hereunto set our hand- and seal- this day and year first above mentioned.

Helen Dudgeon
Witness, First Party

Betty Thorson
Witness, Second Party.



AMERICAN SAVINGS AND LOAN ASSOCIATION.

By W. A. Selleck PRESIDENT.
First Party

Attest H. J. Amen SECRETARY.

R. A. Locke
Second Party.

STATE OF NEBRASKA }
LANCASTER COUNTY }SS.

On this 21st day of February, 1934, before me the undersigned, a Notary Public in and for said County personally came W. A. Selleck, President, and H. J. Amen, Secretary of the American Savings and Loan Association to me personally known to be the President and the Secretary respectively of such corporation, and the identical persons whose names are affixed to the above instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of the American Savings and Loan Association, and that the Corporate seal of the American Savings and Loan Association was thereto affixed by its authority.

Witness my hand and Notarial Seal at Lincoln, Nebraska in said County, the date and year last above written.

Helen Dudgeon, NOTARY PUBLIC

STATE OF NEBRASKA }
LANCASTER COUNTY }SS.

On this 21st day of February, 1934, before me the undersigned, a Notary Public in and for said County personally came R. A. Locke, Single, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution of the above instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal this day and year last above written.

Betty Thorson, NOTARY PUBLIC.

Commission Expires Dec 19, 1934

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