

DEED RECORD No. 548

239662-OMAHA PRINTING CO., OMAHA

said Wallace H. Greenslitt and to his heirs and assigns forever, and we the said R. W. Fadden and Mabel Fadden, for ourselves and our heirs, executors and administrators, do covenant with the said Wallace H. Greenslitt and with his heirs and assigns, that we are lawfully seized of said premises, that they are free from encumbrance that we 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 said Wallace H. Greenslitt and his heirs and assigns forever, against the lawful claims of all persons whomsoever.

In Witness Whereof we have hereunto set our hands this 16th day of November, 1927.

IN PRESENCE OF

J. A. Nickerson

R. W. FADDEN  
MABEL FADDEN

By L. P. Campbell  
Attorney in Fact.

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

On the 16th day of November, A.D., 1927, before me a Notary Public in and for said County, personally came the above named L. P. Campbell, Attorney in Fact, for R.W. Fadden and Mabel Fadden, husband and wife, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged the same to be his own voluntary act and deed and the voluntary act and deed as such attorney in fact, and the voluntary act and deed of his principals above named.



Witness my hand and Notarial Seal the date last aforesaid.

H. J. Ayres  
Notary Public.

My commission expires October 22, 1932.

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

Entered in Numerical Index and filed for Record in the Register of Deeds' Office of said County, the 20th day of January, A.D., 1928, at 4:20 o'clock P.M.

Harry Pearce,  
Register of Deeds.

Compared by W&H.

I. Warranty Deed. )  
Country Club District, Inc. )  
                          ) to )  
Edna May Nygaard )  
KNOW ALL MEN BY THESE PRESENTS, That Country Club District, Inc., a corporation organized under and laws of the State of Nebraska, in consideration of Seventeen Hundred Fifty & 00/100 Dollars, in hand paid, does hereby Grant, Bargain, Sell, Convey and Confirm unto Edna May Nygaard the following described Real Property, situate in the County of Douglas, and State of Nebraska, to-wit:

Lot Sixteen (16) Block Eleven (11) in Country Club District, an addition to the City of Omaha, as surveyed, platted and recorded, together with all the Tenements, Hereditaments and Appurtenances to the same belonging, and all the Estate, Title, Claim or Demand whatsoever of the said Country Club District, Inc., of, in or to the same or any part thereof.

Subject to the right of the Northwestern Bell Telephone Company and the Nebraska Power Company to place and maintain poles on the rear line of said property.

Subject to the City taxes for the year 1928, and all subsequent taxes.

And subject to all specials not now delinquent.

# DEED RECORD No. 548

TO HAVE AND TO HOLD the above described premises with the appurtenances unto the said Edna May Nygaard and to her heirs and assigns forever.

Subject also to the following provisions and conditions effective up to January 1, 1968, to-wit:

No building shall be erected on the property herein conveyed other than a two story brick veneer dwelling house and for dwelling purposes and the cost of same shall be not less than \$7500.00. Such dwelling shall be built upon good substantial foundation with brick facing above grade, and shall be kept at least 40 feet back from the front line of said property facing on Fifty-sixth Street, and at least four feet from side lot lines. Any garage or out-building, unless attached to house, shall be built on rear lot line fronting on Fifty-sixth Street.

Said premises shall not be used or occupied, at any time, by persons other than those of the Caucasian Race nor shall said premises be used for any purpose which will injure the reputation of the same, or of the neighborhood.

This deed and conveyance is made subject to the faithful observance of and compliance with each and all of the foregoing provisions and conditions during the said period up to January 1, 1968, and each and all of said provisions and conditions shall run with the land hereby conveyed and shall be binding upon the heirs, administrators, executors and assigns of the grantee herein.

And the said Country Club District, Inc. for itself and its successors does covenant with the said Edna May Nygaard and with her heirs and assigns, that it is lawfully seized of said premises, that they are free from incumbrance, except as above set out, 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 Edna May Nygaard and her heirs and assigns forever against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said Country Club District, Inc., has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed, this 12th day of January, A. D. 1928.

In presence of  
Walter H. Rowley



COUNTRY CLUB DISTRICT, INC.  
By Richard L. Metcalfe, President.  
Attest: Theodore W. Metcalfe, Secretary.

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

On this 12th day of January A. D. 1928, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named Richard L. Metcalfe, President, and Theodore W. Metcalfe, Secretary, of Country Club District, Inc., who are personally known to me to be the identical persons whose names are affixed to the above Deed as President and Secretary, respectively, of said corporation, and they acknowledged the instrument to be their voluntary act and deed as such officers of said corporation, and the voluntary act and deed of said corporation.

WITNESS my hand and official seal, at Omaha, in said County, the date aforesaid.

Walter H. Rowley  
Notary Public.



My commission expires on the 26 day of Sept. A. D. 1930.

# DEED RECORD No. 548

238872--OMAHA PRINTING CO., OMAHA

State of Nebraska)  
                                  )SS.  
County of Douglas)

Entered in Numerical Index and filed for Record in  
the Register of Deeds Office of said County, the  
21st day of January A. D. 1928, at 8:00 o'clock A. M.

Harry Pearce,

Register of Deeds.

Compared by W&H.

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2. Warranty Deed.

Country Club District, Inc.

to

Joseph B. Pitzer, et al

} KNOW ALL MEN BY THESE PRESENTS, That Country Club  
District, Inc., a corporation organized under the laws of the State  
of Nebraska, in consideration of Nineteen Hundred Fifty & 00/100  
Dollars, in hand paid, does hereby Grant, Bargain, Sell, Convey

and Confirm unto Joseph B. Pitzer & Dora M. Pitzer as joint tenants, and not as tenants in common.

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, the following described Real Property, situate in the County of Douglas, and State of Nebraska, to-wit:

North Twenty Feet (20') of Lot Eighteen (18) and South Forty-five Feet (45') of Lot Nineteen (19) Block Ten (10) in Country Club District, an addition to the City of Omaha, as surveyed, platted and recorded, together with all the Tenements, Hereditaments and Appurtenances to the same belonging, and all the Estate, Title, Claim or Demand whatsoever of the said Country Club District, Inc., of, in or to the same or any part thereof.

Subject to the right of the Northwestern Bell Telephone Company and the Nebraska Power Company to place and maintain poles on the rear line of said property.

Subject to the City taxes for the year 1928, and all subsequent taxes.

And subject to all special not now delinquent.

TO HAVE AND TO HOLD the above described premises with the appurtenances unto the said Joseph B. Pitzer & Dora M. Pitzer and to the survivor, <sup>of them, his or her</sup> heirs and assigns forever.

Subject also to the following provisions and conditions effective up to January 1, 1968, to-wit:

No building shall be erected on the property herein conveyed other than a two story brick veneer dwelling house and for dwelling purposes and the cost of same shall be not less than \$7500.00. Such dwelling shall be built upon good substantial foundation with brick facing above grade, and shall be kept at least 40 feet back from the front line of said property facing on Fifty-fifth Street, and at least four feet from side lot lines. Any garage or out-building, unless attached to house, shall be built on rear lot line fronting on Fifty-fifth Street.

Said premises shall not be used or occupied, at any time, by persons other than those of the Caucasian Race nor shall said premises be used for any purpose which will injure the reputation of the same, or of the neighborhood.

This deed and conveyance is made subject to the faithful observance of and compliance with each and all of the foregoing provisions and conditions during the said period up to January 1, 1968, and each and all of said provisions and conditions shall run with the land hereby conveyed and shall be binding upon the heirs, administrators, executors and assigns of the grantee herein.

And the said Country Club District, Inc., for itself and its successors, does covenant with the said Joseph B. Pitzer & Dora M. Pitzer and with the survivor, <sup>of them his or her</sup> heirs and assigns, that it is lawfully seized of said premises, that they are free from incumbrance, except as above set out, 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 Joseph B. Pitzer & Dora M. Pitzer,