

THIS AGREEMENT, made this 25th day of August, 1961, between

M & H Investment Co., a Corporation, hereinafter referred to as the seller(s) and James David Brown and Anita Pauline Brown, husband and wife, as joint tenants with right of survivorship,

hereinafter referred to as the buyer(s).

WITNESSETH, that the seller(s) hereby covenant(s) and agree(s) that if the buyer(s) shall first make the payment(s) and perform the covenants hereinafter mentioned on his, her or their part to be made and performed, the said seller(s) agree(s) to furnish buyer(s) a good and sufficient abstract of title showing a merchantable title of record to the premises hereinafter described in the seller(s), and will convey and assure to the buyer(s), in fee simple, clear of all encumbrances except as stated herein, by good and sufficient Warranty Deed, the following lot, piece and parcel of ground, to wit: The North 1/2 of Lot Eighteen (18), in McCandlish Place, an Addition to the City of Omaha, together with part of 23rd Street vacated adjoining on the Southwest, in Douglas County, Nebraska, as surveyed, platted and recorded.

It being the intention of all parties hereto that in the event of the death of either of said buyers, the entire rights under this contract to the real estate above described, shall vest in the surviving buyer.

Buyers agree no improvement, addition, remodeling or repair exceeding \$500.00 in total cost of labor & material shall be made without the express consent of the sellers; also buyers shall obtain Mechanic Lien Waivers for any type improvement made.

Upon the seller's ability to arrange new financing for the current balance and not exceeding the interest rate and monthly payments under this contract, the buyers agree to thereby refinance and pay off the sellers.

And the said buyer(s) covenant(s) and agree(s) to pay to said seller(s), the sum of Six Thousand Five Hundred and No/100 (\$6,500.00) DOLLARS,

in the manner following: Five Hundred and No/100 (\$500.00) -

Dollars, cash in hand, paid, the receipt whereof is hereby acknowledged, and the balance payable of Six Thousand and No/100 (\$6,000.00) Dollars to be paid in monthly installments of Fifty Dollars and No/100 (\$50.00) Dollars including interest. The payments are due on the 25th day of each and every month beginning September 25, 1961, until the entire balance of said purchase price together with interest is paid in full. The interest for each month is to be first deducted from each monthly payment and the balance of each of said payments then applied to reduction of the principal. The interest is to be computed each month upon the balance of the principal as reduced by the portion of the monthly payments previously credited thereon. Delinquent payments bear interest at 2%. The buyers agree to pay the taxes and insurance when each becomes due. If the buyers fail to make any of such payments before delinquent, the amount of said payment shall be added to the unpaid principal balance and the subsequent interest charges shall be calculated on the basis of the increased principal balance.

The sellers may refinance their equity at any time during this contract and the buyers agree to join in such new mortgage if requested by the mortgagee. The buyers reserve the right to make a larger payment at any time without penalty. The buyers agree to commit no waste on the premises. The buyers agree to pay the balance together

with interest at the rate of Seven per cent per annum, payable Monthly on the whole sum remaining from time to time unpaid, and to pay all general taxes, that may be legally levied or imposed upon said land, subsequent to the year 1961 and all installments of special assessments or special taxes becoming due or delinquent after August, 1961 and keep the buildings in a reasonable state of repair and insured for \$5,500.00.

If there is a mortgage on said property, pay interest and taxes thereon up to None. It is mutually agreed that time is an essential element in this contract. And it is further agreed that in case of any payment, either of principal or interest, remaining unpaid for a space of -30- days after the same shall become due, and in case of failure of the said buyer(s) to make any of the aforesaid payments provided for herein or the breach of any other covenant contained herein, this contract shall at the option of the seller(s), be forfeited and determined and the buyer(s) shall forfeit all payments made hereunder, and such payments shall be retained by the seller(s) as liquidated damages in full satisfaction of all the damages sustained, and seller(s) shall have the right to re-enter and take possession of said premises aforesaid.

That this agreement shall not be assigned by buyer(s) without the written consent of the seller(s). It is understood that there is a mortgage to Universal Acceptance Corp. which the sellers agree to continue to pay according to the terms thereof. Should the sellers fail to pay the said monthly mortgage payments before delinquent, the buyers may pay said payment and deduct the amount so paid from their monthly payment to the sellers.

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

M & H INVESTMENT CO.

James D. Brown (L. S.)

Attest: Anne O. Mickley (S.)

James David Brown (L. S.)

Anita Pauline Brown (L. S.)

STATE OF Nebraska
Douglas County

On this 25th day of August, 1961, before

me, the undersigned a Notary Public, duly commissioned and qualified for
in said county, personally came Robert V. Harink, V.P. of
M & H Investment Co.; James David Brown and
Anita Pauline Brown, husband and wife

to me known to be the identical person or persons whose name is or names are
affixed to the foregoing instrument and acknowledged the execution thereof to be
his, her or their voluntary act and deed.

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

William R. Baird Notary Public

My Commission expires the 29 day of March, 1966



5 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
28 DAY Aug 1961 AT 9:41 A M. THOMAS J. O'CONNOR, REGISTER OF DEEDS