

DEED RECORD No. 608

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

Entered in Numerical Index and filed for Record in
the Register of Deeds Office of said County, the 11th
day of April A.D., 1934, at 10:20 o'clock, A. M.
Thomas J. O'Connor,

Register of Deeds,

Compared by D&T

1. WARRANTY DEED, ETC.)
Reed Holding Company)
to)
Lillian May Fisher & Hsb.)

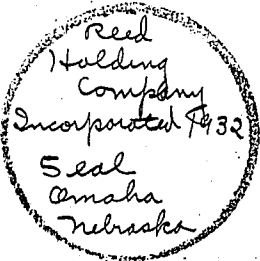
RESOLUTION

Omaha, Nebraska, April 3rd, 1934.

At a regularly called meeting of the Board of Directors of Reed
Holding Company held this day at the office of said Company in
the City of Omaha, the following resolution was unanimously adopted:

RESOLVED, That the President and Secretary of Reed Holding Company be and they
are hereby authorized and directed to make, execute and deliver to Lillian May Fisher and
Abraham M. Fisher, a Warranty Deed for all of the South One Hundred Fifty-five (155) feet in
width of Lot Twenty-three (23) in Fairacres, as surveyed, platted and recorded, except the West
Ninety (90) feet thereof, all in Douglas County, Nebraska.

Charles C. George
Secretary



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Reed Holding Company, a Nebraska Corpora-
tion duly organized and existing under and by virtue of the laws of the State of Nebraska,
in consideration of One & No/100 (\$1.00) Dollars in hand paid, does hereby grant, bargain,
sell, convey and confirm unto Lillian May Fisher and Abraham M. Fisher, wife and husband, of
Douglas County, Nebraska, as joint tenants, and not as tenants in common, with right of sur-
vivorship, the following described real estate situate in the County of Douglas and State of
Nebraska, to-wit:

All of the South One Hundred Fifty-five (155) feet in width of Lot Twenty-three
(23) in Fairacres, as surveyed, platted and recorded, except the West Ninety (90) feet thereof;
Subject to the last one-half (1/2) of the regular State, County & School taxes for the year
A. D., 1933 and all subsequent taxes; subject also to the last three (3) installments of special
assessment levied against said premises for gas mains in Street Improvement District No. 684;
subject also to all other assessments levied or hereafter to be levied against said premises;
together with all the tenements, hereditaments and appurtenances to the same belonging, and all
the estate, title, claim or interest whatsoever of the said Reed Holding Company, of in or to
the same or any part thereof;

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.

TO HAVE AND TO HOLD THE ABOVE DESCRIBED PREMISES, with the appurtenances, unto
the said Lillian May Fisher and Abraham M. Fisher as joint tenants, and not as tenants in common,
and to their assigns, or to the heirs and assigns of the survivor of them, forever, subject to
the following limitations, restrictions, conditions and covenants:

FIRST: The said premises shall be occupied and used for residence purposes
exclusively from the date hereof until the first day of January A.D., 1944.

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SECOND: No building nor any part nor projection thereof, except the cornice of the roof, shall at any time within said period be erected or located on said premises within Thirty (30) feet of Sixty-sixth (66th) Street except that an open porch and roof thereon or a terrace may be attached to the building between it and the said street line.

THIRD: No building shall be erected on said premises within said period other than a single detached dwelling built thereon, with necessary outbuildings, and such dwelling shall not be less than One and One-half ($1\frac{1}{2}$) stories in height and the cost of such dwelling, exclusive of outbuildings shall not be less than Seventy-five Hundred (\$7,500.00) Dollars, and must face East on Sixty-sixth (66th) Street.

FOURTH: Garage or other outbuildings, if erected on said premises during said period and if detached from the dwelling, must be built of the same material and shall correspond in architecture with the dwelling, and shall not be built within One Hundred (100) feet of Sixty-sixth (66th) Street.

FIFTH: Subject to the right of the Nebraska Power Company and the Northwestern Bell Telephone Company, their successors, lessees and assigns, to construct and maintain underground conduits in, and a joint pole line over and upon, the rear boundary line of said premises described herein.

SIXTH: Each of the conditions and covenants aforesaid shall run with and bind the land above described and every part thereof and be binding upon every person who shall be the owner thereof during said period.

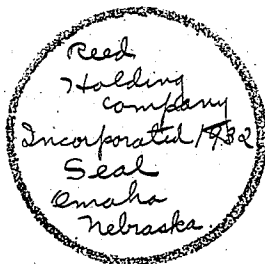
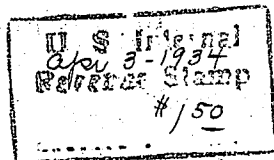
SEVENTH: By accepting this deed the said Lillian May Fisher and Abraham M. Fisher hereby bind themselves and their assigns and the heirs and assigns of the survivor of them, to observe and perform all the conditions hereinbefore mentioned as fully as though they had signed these presents.

And the said Reed Holding Company for itself and its successors, does covenant with the said Lillian May Fisher and Abraham M. Fisher and with their assigns and with the heirs and assigns of the survivor of them, that it is lawfully seized of said premises, that they are free from encumbrance except as above stated, and 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 Lillian May Fisher and Abraham M. Fisher and unto their assigns and the heirs and assigns of the survivor of them, forever, against the lawful claims of all persons whomsoever, except as hereinbefore provided.

IN WITNESS WHEREOF, Said Reed Holding Company has caused these presents to be signed by its President and Secretary and its Corporate Seal to be hereunto affixed in accordance with a resolution of the Board of Directors of said Reed Holding Company, this 3rd day of April, A.D., 1934.

IN PRESENCE OF

Neva F. Fowler



REED HOLDING COMPANY,

By Arthur S. Rogers, President.

Attest: Charles C. George, Secretary

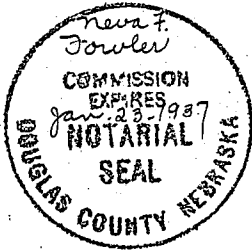
STATE OF NEBRASKA)
County of Douglas,) ss.

On this 3rd day of April A.D., 1934 before me a Notary Public, duly commissioned and qualified in and for said County, personally came the above named Arthur S. Rogers, President and Charles C. George, Secretary of Reed Holding Company, who are personally known to me to be the identical persons whose names are affixed to the above deed as President and Secretary of said Corporation, and they acknowledged said instrument to be their

DEED RECORD No. 608

own voluntary act and deed and the voluntary act and deed of said Corporation.

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



Neva F. Fowler,
Notary Public
My commission expires January 23, 1937.

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

Entered in Numerical Index and filed for Record in
the Register of Deeds Office of said County the 11th
day of April, A. D., 1934, at 8:00 o'clock, A. M.
Thomas J. O'Connor,

Register of Deeds,
Compared by D&T

10. WARRANTY DEED (Rerecord)
Julia B. Kirkendall et al.)
to) KNOW ALL MEN BY THESE PRESENTS, That Julia B. Kirkendall,
Charles Joseph McCaffrey) widow, Bourdette F. Kirkendall and Mary Kirkendall, his wife,
and Ada K. Wharton, (nee Ada Kirkendall), and Glenn C.
Wharton, her husband, (Julia B. Kirkendall, Bourdette F. Kirkendall and Ada K. Wharton being
the sole and onlyheirs at law of Freeman P. Kirkendall, Deceased) in consideration of Twenty-
five Hundred (\$2500.00) Dollars in hand paid, do hereby grant, bargain, sell, convey and con-
firm unto Charles Joseph McCaffrey an undivided one-half interest in the following described
real estate, situate in the County of Douglas and State of Nebraska, to-wit:

Lots Five (5), Six (6), Seven (7) and Eight (8) in Ellis Place, an Addition
to the City of Omaha, and Lots One (1), Two (2) and Three (3) in W. A. Redick's Addition to
the City of Omaha, Nebraska, as surveyed, platted and recorded, subject to the taxes for the
year of 1925 and subsequent years, together with all the tenements, hereditaments, and appur-
tances to the same belonging, and all the estate, title, dower, right of homestead, claim or
demand whatsoever of the said Julia B. Kirkendall, Bourdette F. Kirkendall, Mary Kirkendall,
Ada K. Wharton and Glenn C. Wharton of, in or to the same, or any part thereof;

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto
the said Charles Joseph McCaffrey and to his heirs, and assigns forever, and we the said
grantors for ourselves and for our heirs, executors and administrators, do covenant with the
said grantee and with his heirs and assigns, that we are lawfully seized of said premises,
that they are free from encumbrance, and 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 grantee and to his heirs and assigns, forever, against the lawful claims
of all persons whomsoever.

IN WITNESS WHEREOF we have hereunto set our hands this 19th day of April A.D.1926.

In presence of
M. M. Morgan
A. Fay Rasmussen
Julia B. Kirkendall
(Bourdette F. Kirkendall
(Mary Kirkendall
(Ada K. Wharton
(Glenn C. Wharton

State of Nebraska,)
County of Douglas,) ss. On this 19th day of April A.D. 1926, before me a Notary Public in and
for said County, personally appeared the above named Ada K. Wharton and Glenn C. Wharton,
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 severally acknowledged said instrument