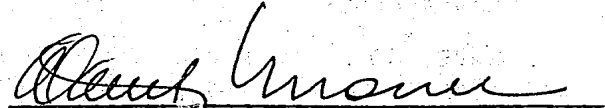
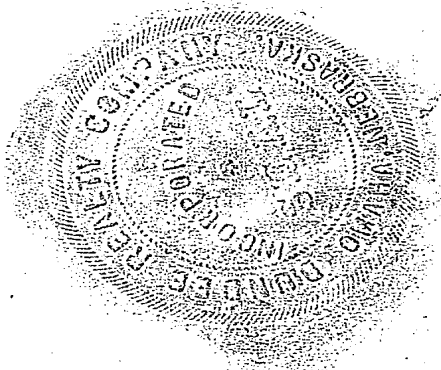


Omaha, Nebraska
January 8th, 1946

At a regularly called meeting of the Board of Directors of Dundee Realty Company held this day at the office of said Company in the City of Omaha, all directors being present and voting, the following resolution was unanimously adopted:

RESOLVED, That the President and the Secretary of Dundee Realty Company be and they are hereby authorized and directed to make, execute and deliver to James Amento a Warranty Deed for the East One-Half (E 1/2) Of Lot One Hundred Eleven (111) and the West One-Half (W 1/2) of Lot One Hundred Ten (110), in Fairacres, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.


Secretary



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Dundee Realty Company, a Nebraska Corporation, duly organized and existing under and by virtue of the laws of the State of Nebraska, of Omaha, Nebraska, in consideration of ONE DOLLAR (\$1.00) and other valuable consideration, in hand paid, does hereby grant, bargain, sell, convey and confirm unto JAMES AMENTO, the following described real estate, situate in the County of Douglas and State of Nebraska, to wit:

The East One-Half (E 1/2) of Lot One Hundred Eleven (111) and the West One-Half (W 1/2) of Lot One Hundred Ten (110), Fairacres Addition, an Addition to the City of Omaha, as surveyed, platted and recorded; subject to the 1945 State and County Taxes and the 1946 City taxes and all subsequent taxes and assessments; together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, claim or interest whatsoever of said Dundee Realty Company, 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 James Amento, and to his heirs and assigns forever, subject to the following limitations, restrictions, conditions and covenants:

FIRST: Said premises shall be occupied and used for residence purposes exclusively from the date hereof until the first day of January, 1960.

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 45 feet of the street line bordering said premises, nor within 8 feet of the side lot or property lines of the above described premises, except that an open porch and roof thereon, or a terrace may be attached to the building between it and the said street or side lot or property lines.

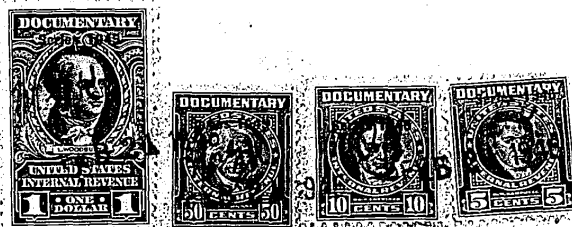
THIRD: No building shall be erected on said premises within said period other than one single, detached dwelling built thereon, with necessary outbuildings, and the cost of such dwelling, exclusive of outbuildings shall not be less than Eight Thousand (\$8,000.00) Dollars. No dwelling shall be erected on said premises until the plans and specifications therefor have been approved by the grantor herein.

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 the street line bordering said premises, nor within Eight (8) Feet of the side lot lines; except, however, that where it would be impracticable to locate the garage upon said premises without violating foregoing provisions by reason of the shape and dimensions of said premises, then said garage may be located in such place upon said premises as the grantor herein shall approve.

FIFTH: All dirt from the cellar, basement or other excavations on said premises during said period shall be removed from said premises and the general slope of said premises and terrace, after the buildings have been erected, shall remain substantially as it is at the date hereof, subject, however, to such modification as grantor herein may approve in writing.

SIXTH: 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 the premises hereby conveyed.

SEVENTH: For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted, or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership, or all of one lot and part or parts of one or more adjoining lots.



NINTH: During the aforesaid period no person other than of the Caucasian race shall be or become the grantee or lessee of said premises, or except as a servant of the family living thereon, be granted the privilege of occupying same.

ELEVENTH: By accepting this deed said grantee herein binds his heirs, executors, administrators, assigns and grantees, to observe and perform all the conditions hereinbefore mentioned as fully as though said grantee had signed these presents.

IN WITNESS WHEREOF, Said Dundee Realty 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 Dundee Realty Company this 8th day of January, 1946.

DUNDEE REALTY COMPANY

President

Secretary

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 9th day of January, 1946, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named Mary George King, President, and Daniel J. Monen, Secretary of Dundee Realty 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 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.

Notary Public

My commission expires-

56. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
21 DAY Febr. 1946 AT 3:55 P. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 2.30