

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

and FERN AMENTO, husband and wife,
 THAT, JAMES AMENTO, of Omaha, Nebraska, in consideration of ONE DOLLAR (\$1.00) and other valuable consideration, in hand paid, do~~es~~ hereby grant, bargain, sell, convey and confirm unto EDWARD J. COGAN and MARGARET M. COGAN, husband and wife, as joint tenants and not as tenants in common, the following described real estate situate in the County of Douglas, State of Nebraska, to-wit:

The East Half (E½) of Lot 111, and the West Half (W½) of Lot 110, Fairacres Addition, 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 interest whatsoever of JAMES AMENTO, or, 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 EDWARD J. COGAN and MARGARET M. COGAN, husband and wife, and to their 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 than 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 Dollars (\$8,000.00).

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 100 feet of the street line bordering said premises, nor within 8 feet of the side lot lines.

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

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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.

EIGHTH: Each of the conditions and covenants aforesaid are in pursuance of a general plan for the development and improvement of Lots 103 to 112, inclusive, Fairacres, and each of the conditions and covenants aforesaid shall run with and bind the premises herein described and every part thereof and be binding upon every person who shall be the owner thereof during said period and are and shall be for the benefit of each and all of the above described lots and shall be enforceable by any and all owners of any and all of said lots and by the grantor herein.

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.

TENTH: No down spouts, storm or surface drainage sewer may be connected at any time during said period with the sanitary sewer.

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, and the said JAMES AMENTO, for himself and his heirs and assigns, does covenant with the said EDWARD J. COGAN and MARGARET M. COGAN, husband and wife, and with their heirs and assigns, that he is lawfully seized of said premises, that they are free from incumbrances and that he has good right and lawful authority to sell the same, and that he will WARRANT and DEFEND the same unto EDWARD J. COGAN and MARGARET M. COGAN, and to their heirs and assigns forever against the lawful claims of all persons whomsoever, accepting has hereinbefore provided.

IN WITNESS WHEREOF we have hereunto set our hands this 7th day of April, 1949.

In the presence of:

James Amento
James Amento

Evelyn F Kilts

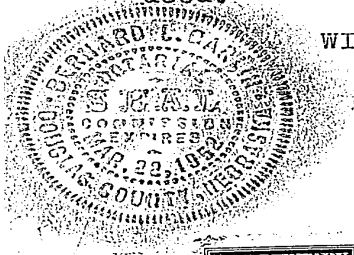
Fern Amento
Fern Amento

John S Doly

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 7th day of April, 1949, before me, a Notary Public in and for said County, personally came the above named JAMES AMENTO and FERN AMENTO, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.



Bernard L. Carlin
Notary Public



22. DEPOSITED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 1.20
7 DAY April 19 49 AT 3:39 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS