

DEED RECORD No. 497

497-284

State of Nebraska, )  
County of Douglas } ss.

Entered on Numerical Index and filed for Record in  
the Register of Deeds Office of said county the 16th  
day of August, A. D., 1924, at 9:20 o'clock A. M.

Harry Pearce,  
Register of Deeds.

Compared by S&L

6. Warranty Deed )  
Dundee Realty Company )  
to )  
Laura Myers Johnson )

RESOLUTION

Omaha, Nebraska, August 16th,  
A. D., 1924.

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, the following resolution was unanimously

adopted:

RESOLVED: That the officers of Dundee Realty Company be and they are hereby  
authorized and directed to make, execute and deliver to Laura Myers Johnson a Warranty Deed for  
Lot Eight (8) Block ten (10) Happy Hollow an addition to the city of Omaha, as surveyed, platted  
and recorded, Douglas County, Nebraska.



Geo. D. Sumcliff  
Secretary.

Warranty Deed.

KNOW ALL MEN BY THESE PRESENTS: That Dundee Realty Company a corporation duly  
organized and existing under and by virtue of the laws of the State of Nebraska, of Omaha,  
Nebraska, in consideration of Twenty eight hundred (\$2800.00) dollars in hand paid, does hereby  
grant, bargain, sell, convey and confirm unto Laura Myers Johnson, of Douglas County, Nebraska,  
the following described real estate, situate in the County of Douglas and State of Nebraska,  
to-wit: Lot eight (8) Block ten (10) Happy Hollow, an addition to the City of Omaha, as surveyed,  
platted and recorded; subject to State and County taxes for the year A. D. 1922 and regular city  
taxes for the year A. D. 1923 and all subsequent taxes; subject also to all special assessments  
hereafter levied against said premises for water mains, gas mains, curbing, guttering and paving;  
together with all the tenements, hereditaments and appurtenances to the same belonging, and all  
the estate, title, claim or demand whatsoever of the 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 Laura Myers Johnson and to her heirs and assigns forever, subject to the following limi-  
tations, restrictions, conditions and covenants:

FIRST: The said premises shall be occupied and used for residence purposes  
exclusively from the date here until the first day of January, A. D. 1947.

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 five (35) feet of the street line bordering said premises, 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 two full stories in height, and must be built of brick, brick veneer, stucco,  
stone or some combination thereof, and the cost of such dwelling, exclusive of outbuildings shall

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not be less than Ten thousand (\$10,000.00) Dollars.

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.

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.

SIXTH: This deed is given 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 premises along the rear boundary line of said lot.

SEVENTH: Said lot shall not be used as a building site within said period except as an entirety or as a part of and in connection with the lot or lots which adjoin said lot on the sides thereof, in which event the restrictions pertaining to such adjoining lot shall apply to this lot or parcel thereof as though this lot or parcel therein had originally been a part of such adjoining lot.

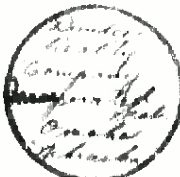
EIGHTH: The conditions and covenants aforesaid are in pursuance of a general plan for the development and improvement of Blocks 10, 11 and 12 in said Happy Hollow and each of the conditions and covenants aforesaid shall run with and bind the premises herein described and every part thereof and be binding upon every person who shall be the owner thereof during said period and are and shall be for the benefit of each and all lots in said blocks and shall be enforceable by any and all owners of any and all of said lots and by the grantor herein.

NINTH: By accepting this deed the said Laura Myers Johnson hereby binds herself, her heirs, executors, administrators, assigns and grantees, to observe and perform all the conditions hereinbefore mentioned, as fully as though she had signed these presents.

And the said Dundee Realty Company for itself and its successors, does covenant with the said Laura Myers Johnson and with her heirs and assigns, that it is lawfully seized of said premises, that they are free from encumbrances, 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 Laura Myers Johnson and her heirs and assigns, forever, against the lawful claims of all persons whomsoever, except as hereinbefore provided.

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 16th day of August, A. D. 1924.

in presence of  
J. E. Rogers



Dundee Realty Company  
By Charles C. George, President.  
Attest, Geo. D. Tunnicliff Secretary

State of Nebraska,  
County of Douglas.

} ss. On this 16th day of August, A. D. 1924, before me a Notary Public duly commissioned and qualified in and for said county, personally came the above named Charles C. George, President and Geo. D. Tunnicliff, Secretary of said 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

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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.



D. E. Rogers  
Notary Public.

My commission expires on the 17th day of Feb. A. D. 1925.

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

Entered on Numerical Index and filed for Record in the Register of Deeds Office of said county the 16th day of August, A. D., 1924, at 11:30 o'clock A. M.

Harry Pearce,  
Register of Deeds.

Compared by S.L.

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10. Warranty Deed )  
L. L. Poston & wf., )  
to )  
Earl C. Russell )

KNOW ALL MEN BY THESE PRESENTS: That we, L. L. Poston and Minnie Poston (husband and wife) of Pottawattamie County, and State of Iowa, in consideration of the sum of \$1300.00 other valuable considerations, in hand paid, do hereby sell and convey unto Earl C.

Russell of Duglass County, and State of Nebr., the following described premises situated in the County of Duglass and State of Nebr., to-wit:

Lots four (4) Five (5), six (6), & seven (7), Block (19) Nineteen, Omaha View Addition to the City of Omaha.

And we covenant with the said Earl C. Russell that up to the eighteenth of March, 1919 (this being the date of purchase by contract by Earl C. Russell) that we held said premises by good and sufficient title; that we had good right and lawful authority to sell and convey the same; that they were free and clear from all liens and incumbrances whatsoever on that date and we covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever up to March eighteenth 1919 and make special covenant as to any acts by us up to the date of executing this conveyance.

And the grantors aforesaid hereby relinquish all contingent rights, including right of dower, which they, or either of them, have in and to the above described premises.

Signed this 14 day of August, 1924.



L. L. Poston husband of,  
Minnie Poston,

State of Iowa, )  
Pottawattamie County )

On this 15 day of Aug. A. D. 1924, before me a Notary Public in and for said county, personally came L. L. Poston & Minnie Poston, personally know to me to be the identical persons whose names were affixed to the above instrument as grantors and severally acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Council Bluffs, on the date last above written.

R. V. Dimes,  
Notary Public in and for said county.

