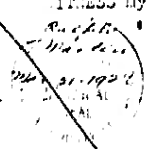


DEED RECORD No. 520

at and deed of said corporation.

WITNES my hand and Notarial Seal the date aforesaid.



Ralph F. Martin,

Notary Public.

My commission expires on the 31st day of March A. D., 1929.

State of Nebraska
County of Douglas

Entered on Historical Index and Filed for Record in the Register of Deeds' Office of said County, the 25th day of September, A. D., 1925 at 4:17 o'clock P. M.

Harry Pearce,
Register of Deeds.

Compared by W&L.

14. WARRANTY DEED.

Dundee Realty Co.

to

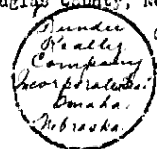
T. H. Maenner Co.

RESOLUTION

Omaha, Nebraska, October 20th, A.D. 1925

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 T. H. Maenner Company, a corporation of the County of Douglas and State of Nebraska, a Warranty Deed for Lots One (1) to Nineteen (19) both inclusive in Block Thirteen (13), Lots One (1) to Thirty-two (32) both inclusive in Block Fourteen (14), Lots One (1) to Thirty-two (32) both inclusive in Block Fifteen (15), Lots Nine (9) to Twenty-one (21) both inclusive in Block Sixteen (16), Lots Nine (9) to Nineteen (19) both inclusive and Lot Twenty-one (21) in Block Twenty-two (22), Lots One (1) to Twelve (12) both inclusive and Lots Fourteen (14) to Thirty (30) both inclusive in Block Twenty-three (23), Lots One (1) to Thirty-six (36) both inclusive in Block Twenty-four (24), and Lots One (1) to Forty-one (41) both inclusive in Block Twenty-five (25), all in Happy Hollow, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.



Geo. D. Tunnick
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 One Hundred Forty-three Thousand Five Hundred Eight and 62/100 (\$143,508.62) Dollars in hand paid, does hereby grant, bargain, sell, convey and confirm unto T. H. Maenner Company, a corporation of the County of Douglas and State of Nebraska, the following described real estate, situate in the County of Douglas and State of Nebraska, to-wit:

Lots One (1) to Nineteen (19) both inclusive in Block Thirteen (13), Lots One (1) to Thirty-two (32) both inclusive in Block Fourteen (14), Lots One (1) to Thirty-two (32) both inclusive in Block Fifteen (15), Lots Nine (9) to Twenty-one (21) both inclusive in Block Sixteen (16), Lots Nine (9) to Nineteen (19) both inclusive and Lot Twenty-one (21) in Block Twenty-two (22)

Lots One (1) to Twelve (12) both inclusive and Lots Fourteen (14) to Thirty (30) both inclusive in Block Twenty-three (23), Lots One (1) to Thirty-six (36) both inclusive in Block Twenty-four (24), and Lots One (1) to Forty-one (41) both inclusive in Block Twenty-five (25), all in Happy Hollow, an Addition to the City of Omaha, as surveyed, platted and recorded; subject to the regular State and County taxes for the year A.D., 1925, and all subsequent taxes; subject also to all special assessments levied or hereafter to be levied against said premises; subject also to the unpaid balance of Ninety-six Thousand (\$96,000.00) Dollars on two certain mortgages given by the Dundee Realty Company to the Omaha Loan and Building Association of Omaha, Nebraska, one of which mortgages was in the original sum of Fifty Thousand (\$50,000.00) Dollars, dated December 14th, 1922, recorded December 18th, 1922, in Book 534 of Mortgages at Page 523, and the other of said mortgages was in the original sum of Fifty Thousand (\$50,000.00) Dollars, dated July 17th, 1923, and recorded July 18th, 1923, in Book 536 of Mortgages at Page 468 in the records of said County, and both of which above described mortgages the grantee herein hereby assumes and agrees to pay according to the terms of said mortgages together with interest thereon from October 20th, 1925; 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 T. H. Maenner Company and to its successors and assigns 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., 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 the following distances upon the lots hereby conveyed, from the street or lot lines bordering said lots, to-wit:

35 feet back from Western Avenue, Nicholas Street, and J. E. George Boulevard, in and upon Lots 2 to 18, both inclusive, Block 13; 35 feet back from Western Avenue and 30 feet back from 56th Street in and upon Lot 1, Block 13; 30 feet back from 56th Street and 35 feet back from Nicholas Street in and upon Lot 19, Block 13; 35 feet back from Nicholas Street and 58th Street in and upon Lots 1 to 12, both inclusive, Block 14; 40 feet back from J. E. George Boulevard in and upon Lots 18 to 28, both inclusive, Block 14; 35 feet back from 58th Street and 30 feet back from Webster Street in and upon Lot 13, Block 14; 30 feet back from Webster Street in and upon Lots 14, 15, and 16, Block 14; 30 feet back from Webster Street and 40 feet back from J. E. George Boulevard in and upon Lot 17, Block 14; 40 feet back from J. E. George Boulevard and 35 feet back from Nicholas Street in and upon Lot 29, Block 14, and 35 feet back from Nicholas Street in and upon Lots 30, 31 and 32, Block 14; 35 feet back from 57th Avenue in and upon Lots 2 to 14, both inclusive, Block 15; 40 feet back from 58th Street in and upon Lots 17 to 31, both inclusive, Block 15; 30 feet back from 56th Street and 35 feet back from 57th Avenue in and upon Lot 1, Block 15; 35 feet back from 57th Avenue and 30 feet back from Webster Street in and upon Lot 15, Block 15; 30 feet back from Webster Street and 40 feet back from 58th Street in and upon Lot 16, Block 15; and 40 feet back from Nicholas Street and 30 feet back from 56th Street in and upon Lot 32, Block 15; 40 feet back from 57th Avenue in and upon Lots 10 to 20, both inclusive, Block 16; 30 feet back from Webster Street and 40 feet back from 57th Avenue in and upon Lot 9, Block 16; and 30 feet back from 56th Street and 40 feet back from 57th Avenue in and upon Lot 21, Block 16; 40 feet back from 57th Avenue in and upon Lots 10 to 19, both inclusive, Block 22; 35 feet back from Underwood Avenue and 40 feet back

from 57th Avenue in and upon Lot 9, Block 22; and 40 feet back from 57th Avenue and 30 feet back from Webster Street in and upon Lot 21, Block 22; 35 feet back from 57th Avenue in and upon Lots 2 to 12, both inclusive, Block 23; 40 feet back from 58th Street in and upon Lots 16 to 29, both inclusive, Block 23; 30 feet back from Webster Street and 35 feet back from 57th Avenue in and upon Lot 1, Block 23; 35 feet back from 57th Avenue and Underwood Avenue in and upon Lot 14, Block 23; 35 feet back from Underwood Avenue and 40 feet back from 58th Street in and upon Lot 15, Block 23; and 30 feet back from Webster Street and 40 feet back from 58th Street in and upon Lot 30, Block 23; 35 feet back from 58th Street in and upon Lots 2 to 16, both inclusive, Block 24; 40 feet back from 59th Street in and upon Lots 19 to 35, both inclusive, Block 24; 30 feet back from Webster Street and 35 feet back from 58th Street in and upon Lot 1, Block 24; 35 feet back from 58th Street and Underwood Avenue in and upon Lot 17, Block 24; 35 feet back from Underwood Avenue and 40 feet back from 59th Street in and upon Lot 18, Block 24; and 40 feet back from 59th Street and 30 feet back from Webster Street in and upon Lot 36, Block 24; 35 feet back from 59th Street in and upon Lots 2 to 19, both inclusive, Block 25; 40 feet back from J. E. George Boulevard in and upon Lots 23 to 40 both inclusive, Block 25; 30 feet back from Webster Street and 35 feet back from 59th Street in and upon Lot 1, Block 25; 35 feet back from 59th Street and Underwood Avenue in and upon Lot 30, Block 25; 35 feet back from Underwood Avenue and 40 feet back from J. E. George Boulevard in and upon Lot 21, Block 25, and 30 feet back from Webster Street and 40 feet back from J. E. George Boulevard, in and upon Lot 41, Block 25; except that an open porch and roof thereon, or a terrace may be attached to the building between it and the said street lines.

THIRD: No buildings shall be erected within said period on the lots hereby conveyed, other than single detached dwellings built thereon, with necessary outbuildings, and such dwellings as are built on Lot 1 in Block 15, Lot 21, in Block 16, Lot 9 in Block 22, Lots 14 and 15 in Block 23, Lots 17 and 18 in Block 24 and Lots 20 and 21 in Block 25 shall not be less than two (2) full stories in height, and must be built of brick, brick veneer, stucco, stone, or some combination thereof, and the cost of each of said dwellings, exclusive of outbuildings, shall not be less than Ten Thousand (\$10,000.00) Dollars.

Such dwellings as are built on Lots 2 to 15, both inclusive, in Block 15, Lots 9 to 20, both inclusive, in Block 16, Lots 10 to 19, both inclusive, and Lot 21 in Block 22, and Lots 1 to 12, both inclusive, in Block 23, in Happy Hollow addition, shall not be less than two (2) full stories in height and must be built of brick, brick veneer, stucco, stone, or some combination thereof, and the cost of each of said dwellings, exclusive of outbuildings, shall not be less than Seventy-five Hundred (\$7,500.00) Dollars.

Such dwellings as are built on Lots 1 and 19 in Block 13 and Lot 32 in Block 15 shall not be less than One and One-half (1½) stories in height, and must be built of brick, brick veneer, stucco, stone, or some combination thereof, and the cost of each of such dwellings, exclusive of outbuildings, shall not be less than Sixty-five Hundred, (\$6,500.00) Dollars.

Such dwellings as are built on the balance of the lots hereby conveyed may be built of whatever height and of such material as may be satisfactory to the grantee herein, and the cost of each of said dwellings exclusive of outbuildings, shall not be less than Five Thousand (\$5,000.00) Dollars.

FOURTH: Garages or other outbuildings, if erected on said premises during said period and if detached from the dwellings built thereon, must be built of the same material and must correspond in architecture with the dwellings built thereon.

FIFTH: All dirt from the cellars, basements, or other excavations on said lots during said period shall be removed from said lots, and the general slope of said premises and terraces, after the buildings have been erected, shall remain substantially as now established.

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 the lots hereby conveyed, or in such other location as may be mutually agreed upon by and between the grantee herein and said companies.

SEVENTH: The lots hereby conveyed shall not be used as building sites within said period except as an entirety, or as a part of, and in connection with adjacent lots, in which event the restrictions pertaining to such adjoining lot or lots shall apply to the lot or parcel of lot being conveyed, as though the lot or parcel of lot being conveyed 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 13, 14, 15, 23, 24, 25 and the west half of Blocks 16 and 22, and each of the conditions and covenants aforesaid shall run with and bind the premises to which they are herein made to apply, 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 T. H. Maenner Company hereby binds itself, its successors, assigns and grantees, to observe and perform all the conditions hereinbefore mentioned, as fully as though it had signed these presents.

And the said Dundee Realty Company for itself and its successors does covenant with the said T. H. Maenner Company and with its successors and assigns, 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 T. H. Maenner Company and its successors 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 20th day of October A.D., 1925.

In presence of

W. P. Robertson

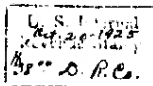


DUNDEE REALTY COMPANY,

By Charles C. George, President

Attest Geo. D. Tunncliff, Secretary.

State of Nebraska,)
County of Douglas) ss.



On this 20th day of October, A.D. 1925, 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. Tunncliff, 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 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.



W. P. Robertson
Notary Public.

My commission expires on the 26th day of December, A.D., 1928.

DEED RECORD No. 520

State of Nebraska, }
Douglas County, } ss.

Entered on Numerical Index and filed for Record in the Register of Deeds' office of said County, the 24th day of October, A.D., 1935, at 11:35 o'clock A.M.

Harry Pearce,
Register of Deeds.

Compared by H&C

3. Warranty Deed.

L. E. Drefson & wf.

to

Ben C. Schmidt

KNOW ALL MEN-BY THESE PRESENTS, That We, L. E.

Drefson and Lucy Drefson, husband and wife,

of Boone County, Iowa, in consideration of Four Hundred and Seventy (\$470.00) Dollars, in hand paid, do hereby grant, bargain, sell, convey and confirm unto Ben C. Schmidt, the following described real estate, situate in the County of Douglas and State of Nebraska, to-wit:

Lot Three (3) in Block One (1) in Godfrey's addition in block seven (7) in Cunningham's Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded. Subject to the county and state taxes for the year 1935, and to all subsequent taxes and assessments. Also subject to the remaining installment of improvement tax for paving and curbing 51st Street, together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, power, right of husband, claim or demand whatsoever of the said L. E. Drefson and Lucy Drefson, his wife, or either of them, or in or to the same or any part thereof.

TO HAVE AND TO HOLD the above described premises, with the appurtenances unto the said Ben C. Schmidt and to his heirs and assigns forever, and we the said L. E. Drefson and Lucy Drefson for ourselves and our heirs, executors and administrators, do covenant with the said Ben C. Schmidt and with his heirs and assigns, that we are lawfully seized of said premises, that they are free from encumbrance except as above stated, 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 Ben C. Schmidt and his heirs and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF we have hereunto set our hands this 25th day of September,

A. D. 1935.

IN WITNESS OF

H. J. Ayres

L. E. Drefson

Lucy Drefson

By L. P. Campbell
Attorney in Fact.

State of Nebraska, }
Douglas County } ss.

On the 25th day of September, A. D. 1935, before me a Notary Public in and for said county, personally came the above named L. P. Campbell, attorney in fact, for L. E. Drefson and Lucy Drefson, husband and wife, who is personally known to me to be the identical person whose name is affixed to the above instrument and he acknowledged the same to be his own voluntary act and deed and the voluntary act and deed as such attorney in fact, and the voluntary act and deed of his principals above named.

Witness my hand and notarial seal the date last aforesaid.

H. J. Ayres

Notary Public.

My commission expires October 23, 1936.

