

DEED RECORD No. 486

20227-OMAHA PRINTING COMPANY, OMAHA

20. Warranty Deed
Irenaeus Shuler et al
to
Dagmar Magnuson

KNOW ALL MEN BY THESE PRESENTS, That Irenaeus Shuler and Helen L. Shuler (husband and wife), and Daniel G. Cary and Cornelia S. Cary (husband and wife) in consideration of Fourteen Hundred Fifty (\$1450.00) Dollars in hand paid, do hereby grant, bargain,

sell, convey and confirm unto Dagmar Magnuson, the grantee hereunder, the following described real estate, situate in the County of Douglas and State of Nebraska, to wit:

Lot three (3), Block seventeen (17), in Loveland, an addition in Douglas County, Nebraska, as surveyed, platted and recorded. Subject to the 1923 County taxes and all special assessments levied after this date; subject also to the following restrictions and conditions, to wit:

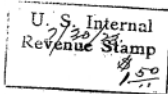
The said premises shall be occupied for residence purposes exclusively from the date hereof until the first day of January, A. D. 1933. No dwelling shall at any time prior to the above date be erected thereon other than one single detached dwelling, the cost of such dwelling shall not be less than Forty-five hundred (\$4500.00) Dollars exclusive of all outbuildings, and shall not be nearer to the street on which said lot faces than twenty five (25) feet. No outbuildings or fences to be erected or maintained on the premises until the main dwelling has been erected, unless by special written permission of the sellers. All outbuildings shall be least one hundred (100) feet back from the front line of the lot. 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 terraces after the buildings have been erected shall remain substantially as it is at present unless this provision shall be modified by a written stipulation signed by the seller. The premises shall not be used for the raising or feeding of swine or for any purpose that would constitute a nuisance in a purely residence district.

This purchase is made subject to an existing right and license of the North-Western Bell Telephone Company and the Nebraska Power Company, severally or jointly, their successors and assigns, to erect, operate, and maintain a several or joint pole line and apparatus for telephone, telegraph, messenger, electric light and power purposes along the rear boundary line of said lot. Said license being subject to future modifications or termination on written notice signed by the owners of a majority of the street frontage of property in said block. The said provisions and restrictions are a part of the consideration of this deed, and shall be binding upon all the heirs, administrators, executors and assigns of the grantee, together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand, whatsoever of the said grantors, 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 grantee and to her heirs and assigns forever, and we the said grantors for ourselves and our heirs, executors and administrators, do covenant with the said grantee and with her heirs and assigns, that we are lawfully seized of said premises, that they are free from incumbrance, 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 her heirs and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands this 30th day of July, A. D. 1923.

In presence of
Catherine A. Huba



Irenaeus Shuler
Helen L. Shuler
Daniel G. Cary
Cornelia S. Cary

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State of Nebraska,)
 Douglas County.) ss. On this 30th day of July, A.D. 1923, before me a Notary Public
 in and for said county, personally came the above named
 Irenaeus Shuler and Helen L. Shuler (husband and wife) and Daniel G. Cary and Cornelia S. Cary
 (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 each acknowledged said instrument to be
 their voluntary act and deed.



Witness my hand and notarial seal the date last aforesaid.

Catherine A. Huba
 Notary Public

My commission expires on the 6th day of September, A. D. 1928.

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 3rd
 day of August, A. D. 1923, at 2:40 o'clock P. M.

Harry Pearce,
 Register of Deeds.

Compared by W&P.

23. Warranty Deed)
 Beverly Hills Company)
 to)
 Thomas W. Blackburn)

KNOW ALL MEN BY THESE PRESENTS, That the Beverly Hills Company,
 a corporation organized under the laws of the State of Nebraska,
 in consideration of Twelve hundred and Fifty (\$1250.00) Dollars
 in hand paid, do hereby grant, bargain, sell, convey and confirm
 unto Thomas W. Blackburn, the following described real estate, situate in the County of Douglas
 and State of Nebraska, to-wit:

Lot twenty eight (28) in Block nine (9) in Beverly Hills, a subdivision in Douglas
 County, Nebraska, as surveyed, platted and recorded. Subject to the county and state taxes for
 the year 1920 and all taxes and assessments levied or assessed on and after August 30, 1920.

Subject to the following limitations, restrictions, conditions and covenants, the same
 to be in force for a period of fifteen years from August 30, 1920.

First: The premises shall be occupied and used for residence purposes exclusively,
 and no residence or other building shall be erected or maintained on the premises within sixty
 feet of any roadway or boulevard and not more than one dwelling house with its outbuildings shall
 be maintained on this tract.

Second: Any residence so erected and maintained shall be a single detached dwelling
 with necessary out buildings and each dwelling exclusive of out or other buildings, shall cost
 not less than \$5000.00.

Third: No barn or other out buildings shall be erected or maintained wholly or partly
 within 100 feet of any roadway or drive or boulevard.

Fourth: The premises shall not be used for the raising or feeding of swine, or for any
 purpose that would constitute a nuisance in a purely residential district.

TOGETHER with all tenements, hereditaments and appurtenances to the same belonging, and
 all the estate, title, dower, claim or demand whatsoever of the said the Beverly Hills 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
 Thomas W. Blackburn, and to his heirs and assigns forever. And the said Beverly Hills Company
 for itself and its successors doth covenant with the said Thomas W. Blackburn, and with his heirs
 and assigns, that it is lawfully seized of said premises, that they are free from encumbrance;