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Susan A. Kendall and Norton Pruyn, made and entered into in May, 1911, whereby she agreed to sell said premises to Norton Pruyn and he agreed to buy the same, subject, however, to Susan A. Kendall's agreement to quiet the title to said premises as to certain defects and objections that Mr. Pruyn's attorney raised upon examining the abstract thereto; that in conformity with the agreement of sale a deed was duly executed by Susan A. Kendall to Norton Pruyn, dated May 2nd, 1911, and placed in escrow for delivery to purchaser when Susan A. Kendall quieted title in herself; and that the deed not be recorded until after the entry of the quiet title decree; that part of the purchase price was paid by Mr. Pruyn and balance retained by him conditioned as to payment being concluded upon the entry of the said decree; that affiant represented Susan A. Kendall as plaintiff in said quiet title action the same being found in the office of The Clerk of The District Court of Dodge County, Nebraska, in Ap. Doc. 13, at Page 216, Number 4957; that under said agreement the deed being executed prior to said action but the full complete delivery thereof being conditioned on said action, as aforesaid. Said deed being recorded in Book 39 of Deeds at page 178, in deed records of Dodge County, Nebraska. Further affiant saith naught.

Charles E. Abbott

Subscribed in my presence and sworn to before me this 14th day of October, 1942.

Helen Curran - Notarial Seal - Commission Expires  
Sept. 1, 1943 - Dodge County, Nebraska

Helen Curran  
Notary Public.

PROTECTIVE COVENANTS

Midwestern Construction Company } Filed for record on this 14th day of October A. D., 1942  
To } at 4 o'clock and 55 minutes P. M.  
The Public } O. BYRON COPPER, Register of Deeds.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single-family dwelling, not to exceed two stories in height and a private garage for not more than 2 cars.

B. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a detached garage or other outbuilding located 80 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 square feet or a width of less than 50 feet at the front building setback line.

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F. No dwelling costing less than \$2500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 450 square feet in the case of a one-story structure, nor less than 450 square feet in the case of a one and one-half, or two story structure.

G. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

MIDWESTERN CONSTRUCTION COMPANY  
935 Redlok Tower, Omaha, Nebr.  
By Leland Mackie Secretary

Owner of Lots 1-16, blk 2 and Lots 1-16, blk 3,  
Northside Addition to City of Fremont, Dodge County,  
Nebr.

STATE OF NEBRASKA  
DODGE COUNTY

Midwestern Construction Company  
Corporate Seal - Omaha, Nebraska

On this 21st day of September 1942 before me, A notary Public, in and for said county, personally appeared LELAND MACKIE, who I know is the Secretary of the said MIDWESTERN CONSTRUCTION COMPANY, herein mentioned, and acknowledged this instrument to be his voluntary act and deed and the voluntary act and deed of the said MIDWESTERN CONSTRUCTION COMPANY.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office, this day and year last abovementioned.

Trued T. Pearson - Notarial Seal - Commission Expires  
May 28, 1947 - Dodge County, Nebraska

Trued T. Pearson  
Notary Public

My commission expires May 28th, 1947

A F F I D A V I T

Nowell M. Dickerson }  
As To

Filed for record on this 20th day of October A. D., 1942

Antona Heckes }  
STATE OF NEBRASKA }  
COUNTY OF DODGE } SS

at 4 o'clock P. M.

O. BYRON COPPER, Register of Deeds.

Nowell M. Dickerson, of lawful age, being first duly sworn upon his oath deposes and says that he is now and has been for more than \_\_\_ years last past, a resident of Fremont, in Dodge County, Nebraska; that as appears by the records in the office of the Register of Deeds of said county, in a warranty deed, dated March 19, 1929 and recorded October 28, 1929 in Book 65 of Deeds at page 380 conveying lots 5, 6 and 7, Block 14, in Nye Hawthorne Addition to Fremont, Nebraska, in Dodge County, Nebraska, wherein John Heckes and Antona Heckes, husband and wife, are grantors and Antona Heckes is grantee, and as appears by the records in said office, in a warranty deed dated June 29, 1934, recorded November 9, 1935 in Book 72 of Deeds at page 216, conveying the above described real estate (and other lots in other blocks) wherein Myrtle Janowski is the grantee and wherein Antonia Heckes, a widow is the grantor; that affiant was well and personally acquainted with the grantors and grantees in both of the above mentioned deeds for many years prior to the dates of said deeds and knows positively of his own personal knowledge that said Antona Heckes and Antonia Heckes referred to above were one and the same identical person notwithstanding the variances in the name.

Nowell M. Dickerson

Subscribed in my presence and sworn to before me this 20th day of October, 1942.

Zelma G. Panning - Commission Expires Nov. 19, 1944  
Notarial Seal - Dodge County, Nebraska

Zelma G. Panning  
Notary Public

My commission expires Nov. 19, 1944.

A F F I D A V I T

Mary S. McGord }  
As To

Filed for record on this 20th day of October A. D., 1942

James L. McGord }  
STATE OF NEBRASKA }  
COUNTY OF DODGE } SS

at 4 o'clock P. M.

O. BYRON COPPER, Register of Deeds.

Mary S. McGord of lawful age, being first duly sworn upon her oath deposes and says that she is now and has been for more than 15 years last past a resident of Fremont, in Dodge County, Nebraska; that as appears by the records in the office of the Register of Deeds of