

DEED RECORD No. 558



Department of the Interior
General Land Office.
Washington, D. C. Jul 19 1928.
I hereby certify that this photograph is a true copy of
the patent record which is in my custody in this office

M. P. Leroy
Recorder.

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 31st
day of July, A. D., 1928, at 9:30 o'clock A. M.

Harry Pearce,
Register of Deeds

Compared by W&R.

\*\*\*\*\*

5. Warranty Deed )
Hastings & Heyden )
to )
Charles E. Wilson & wf., )

KNOW ALL MEN BY THESE PRESENTS, That Hastings & Heyden, a
corporation under the laws of the State of Nebraska, in
consideration of Nineteen Hundred Ninety and no/100 (\$1990.00)
Dollars, in hand paid, do hereby grant, bargain, sell, convey

and confirm unto Charles E. Wilson and Mabel E. Wilson, husband and wife, as joint tenants, and
not as tenants in common, the following described real estate, situate in the County of Douglas
and State of Nebraska, to-wit:

Lot one (1), Block four (4), Happy Hollow View, an addition in Douglas County,
Nebraska, as surveyed, platted and recorded. Subject to the 1926 county taxes and all other
taxes and assessments thereafter levied or assessed. This deed is made pursuant to a contract
of sale made under date of June 7th, 1926 and is subject to all rights, liens or encumbrances
arising through or under the vendees in said contract, their heirs, representatives or assigns.

It is agreed that purchase is made subject to the following conditions: The said
premises shall be occupied for residence purposes exclusively from the date hereof until
January 1, 1940. No dwelling shall at any time prior to the above date be erected thereon cost-
ing less than \$5,000.00 exclusive of outbuildings, and the main body of the same shall not be
nearer than 40 feet from the line of the street or streets adjacent to said lot. No building
or fences to be erected or maintained on the premises until the main dwelling has been erected
unless by special written permission of the seller. 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.

Before erecting a dwelling on said premises, plans for same must be submitted to
the seller for approval.

It is expressly understood and agreed that this lot is sold subject to the rights
of the Northwestern Bell Telephone Company and of the Nebraska Power Company to place and
maintain pole lines on or adjacent to the lines of said lot.

No sod, earth, sand, gravel or trees shall be sold and removed from said premises
without the written consent of the undersigned seller; provided, however, that this restriction
shall not prevent or prohibit the purchaser, his heirs or assigns, from removing sod, earth,
sand, gravel or trees in the development of said premises for residence purposes.

The premises shall be owned or used for residence purposes only by members of the
Caucasian Race. No building or improvements already erected shall be moved onto said premises
unless the written consent of the undersigned seller is first obtained.

UNION-OMAHA PRINTING CO., OMAHA

The grantor shall have the right for a period of five years from this date to go upon said premises and remove as hay the alfalfa and blue grass, unless the purchaser is actually living upon said property, except purchaser shall have the right at any time to plow or cultivate said property and plant crops or trees for his own use.

The grantor, for a period of five years, intends in a good faith manner to cut all weeds or growths upon said premises, keep all lot stakes in position, clear all culverts, and drains and keep in reasonable repair all streets within the addition.

It being understood, however, that any omission on the part of the grantor shall not constitute a cause of action against the grantor by the grantee herein, or the public generally.

And in violation of any of these provisions the seller shall have the right to exercise the option herein provided for cancellation of this contract.

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 Hastings & Heyden, of, 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 Charles E. Wilson & Mabel E. Wilson, husband & wife, as joint tenants and not as tenants in common, and to their assigns or to the heirs and assigns of the survivor of them forever; and the said Hastings & Heyden, for themselves and their successors, doth covenant with the said Charles E. Wilson & Mabel E. Wilson, husband & wife, and with their assigns and with the heirs and assigns of the survivor of them, that it is lawfully seized of said premises; that they are free from incumbrance; except as stated herein, 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 Charles E. Wilson & Mabel E. Wilson, husband & wife, and unto their assigns and unto the heirs and assigns of the survivor of them, forever, against the lawful claims of all persons whomsoever, excluding the exceptions named herein.

WITNESS the hand of the corporation by its President and the seal thereof this 7th day of March, A. D., One thousand nine hundred and twenty eight.

In presence of  
Junie E. Matson,



Hastings & Heyden, Inc.  
By Byron R. Hastings, Pres.  
Attest: Kenneth F. Reed Secretary.

The State of Nebraska, }  
Douglas County } ss.

On this 7th day of March, A. D., 1928 before me a Notary Public in and for said county, personally came the above

named Byron R. Hastings, President of Hastings & Heyden, who is personally known to me to be the identical person whose name is affixed to the above Deed as President of Hastings & Heyden, the grantor, and he acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the date aforesaid.

Junie E. Matson,  
Notary Public.



My commission expires on the 4th day of May, A. D., 1933.

DEED RECORD No. 558

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 31st day of July, A. D., 1928 at 10:05 o'clock A. M.

Harry Pearce,  
Register of Deeds.

Compared by W&R.

12. Quit Claim Deed )  
Chas. Kanan & wf., )  
to )  
Modjeska Shear )

THIS INDENTURE, made this 30 day of July, in the year one thousand nine hundred and twenty eight, between Charles Kanan and Josephine Kanan, husband and wife, party of the the first part, and Modjeska Shear, party of the second part,

WITNESSETH, that the said parties of the first part in consideration of the sum of one dollar\$, to them duly paid the receipt whereof is hereby acknowledged, they remised, released, and quit-claim, and by these presents do for themselves, their heirs, executors, and administrators, remise, release and forever quit-claim and convey unto the said party of the second part and to her heirs and assigns forever, all their right, title, interest, estate and claim and demand both at law and in equity of, in and to all Lot five (5) in Prum's Subdivision of Lot thirty two (32) in Millard & Caldwell Addition to the city of Omaha, as surveyed, platted and recorded.

Together with all and singular the hereditaments thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto the said Modjeska Shear heirs and assigns, so that neither they the said parties of the first part or any person in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF the said parties of the first part has hereunto set their hand and seal <sup>this</sup> the day and year above written.

Signed, sealed and delivered in presence of

Wm. A. Day  
Joseph L. Duffy

Josephine Kanan  
Chas. Kanan

State of Nebraska, )  
Douglas County. } ss.

On this 30 day of July, A. D., 1928 before me the undersigned Edith Faucher, a Notary Public duly commissioned and qualified for and residing in said county, personally came Josephine Kanan & Chas. Kanan, to me known to be the identical persons whose names affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Edith Faucher,  
Notary Public



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 31st day of July, A. D., 1928 at 12:50 o'clock P. M.

Harry Pearce, Register of Deeds.

Compared by W&R.