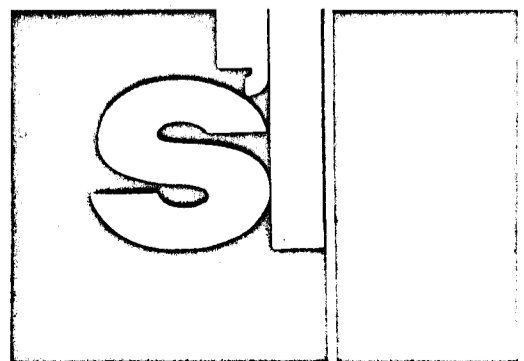


Abstract of Title to

UNIT NO. SEVENTEEN (17),
IN THE SUMMIT CONDOMINIUM PROPERTY REGIME, IN THE CITY
OF OMAHA, BEING LOCATED WITHIN THE FOLLOWING DESCRIBED
TRACT: BEGINNING AT A POINT 180 FEET NORTH AND 468.6
FEET WEST OF THE EAST ONE-QUARTER CORNER OF SECTION 16,
TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN
DOUGLAS COUNTY, NEBRASKA, THENCE IN A NORTHERLY DIRECTION
ALONG THE EAST PROPERTY LINE AND PARALLEL TO THE EAST
LINE OF SAID SECTION 16, A DISTANCE OF 125 FEET, THENCE
LEFT IN A WESTERLY DIRECTION $89^{\circ}59'$, AND PARALLEL TO THE
SOUTH PROPERTY LINE A DISTANCE OF 90 FEET, THENCE LEFT
 $90^{\circ}01'$ AND PARALLEL TO THE EAST PROPERTY LINE A DISTANCE
OF 93 FEET TO A POINT THENCE RIGHT $90^{\circ}01'$ AND PARALLEL TO
THE SOUTH PROPERTY LINE A DISTANCE OF 213.3 FEET, THENCE
RIGHT $77^{\circ}30'$ IN A NORTHWESTERLY DIRECTION A DISTANCE OF 262
FEET, THENCE RIGHT $12^{\circ}29'$ AND PARALLEL TO THE EAST LINE
OF SAID SECTION 16 A DISTANCE OF 521.81 FEET TO A POINT
WHICH LIES ON THE NORTH PROPERTY LINE AND IS 360 FEET FROM
THE NORTHEAST PROPERTY CORNER, THENCE LEFT $89^{\circ}53'$ AND ON
SAID NORTH PROPERTY LINE IN A WESTERLY DIRECTION A DISTANCE
OF 491.75 FEET TO THE NORTHWEST PROPERTY CORNER WHICH IS
ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SAID SECTION 16, THENCE LEFT $90^{\circ}02'$ ALONG THE
WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
A DISTANCE OF 810.6 FEET, THENCE LEFT $90^{\circ}04''$ ALONG THE
SOUTH PROPERTY LINE A DISTANCE OF 852.8 FEET TO THE POINT
OF BEGINNING.

(For Plat See Following Page)

Spence-Lindley
Abstract & Title Company
a Division of Fidelity National Title Insurance Company
314 South 19th St. / Omaha, Nebraska 68102
Telephone: 346-5229



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ^{SS}

We, Spence-Lindley Abstract & Title Company, having given bond required by the laws of the State of Nebraska, and having been granted authority in accordance with statutes of the State of Nebraska to engage in the business of Abstracting in said State, do hereby certify that we have carefully examined the records of said County with reference to title to: Unit No. Seventeen (17), in the Summit Condominium Property Regime, in the City of Omaha,

situated in Douglas County, Nebraska, and that the foregoing Abstract consisting of Entries Nos. One (1) to Eighty-two (82),

all inclusive, contains a full and complete abstract of all instruments that have been placed on record or on file in the office of the Register of Deeds of said County, that in any way affect the title to said premises; that said instruments are executed as therein stated, and that there are no Mechanic's Liens or Federal Liens on record or on file in said office against said premises except as herein shown.

We further certify that we have carefully examined the records of the District Court of Douglas County, Nebraska, and of the Omaha Division of the United States District Court for the District of Nebraska, and the records of what was formerly the United States Circuit Court for the District of Nebraska, and that there are no unsatisfied Judgements, Pending Suits, Bankruptcy Proceedings, Federal Tax Liens, or Liens of any character of record in any of said Court Against: THE SUMMIT PARTNERSHIP, LTD.,

or against any of the prior record owners, that affect or can affect the title to said premises, except as set forth in the foregoing abstract.

We further certify that the Court proceedings set forth in the foregoing Abstract are correctly shown.

We further certify that all Articles of Incorporation set forth in the foregoing Abstract are correctly shown.

We further certify that we have examined the records in the office of the Treasurer of said County, and that there are no uncanceled tax sales nor tax deeds issued and no unpaid general taxes or special assessments against said premises. EXCEPT the following, to-wit:

County taxes for the year 1975 and regular City taxes for the year 1976, total \$1,528.96, first installment and interest delinquent, and last installment is due and will be delinquent August 1, 1976.

(Key No. 0309/5032-23)

There are no unpaid special assessments of record against said premises.

(Taxes and Specials credited to March 31, 1976 at eight o'clock A.M.)

Witness our hand this 13th day of April A. D. 19 76 at eight o'clock A.M.

SPENCE-LINDLEY ABSTRACT & TITLE COMPANY

By

Trane E. Kellogg

Registered Abstracter.

Re-examined and recertified as above this day of
A.D. 19 , at o'clock A.M., and

added.

SPENCE-LINDLEY ABSTRACT & TITLE COMPANY

By

Registered Abstracter

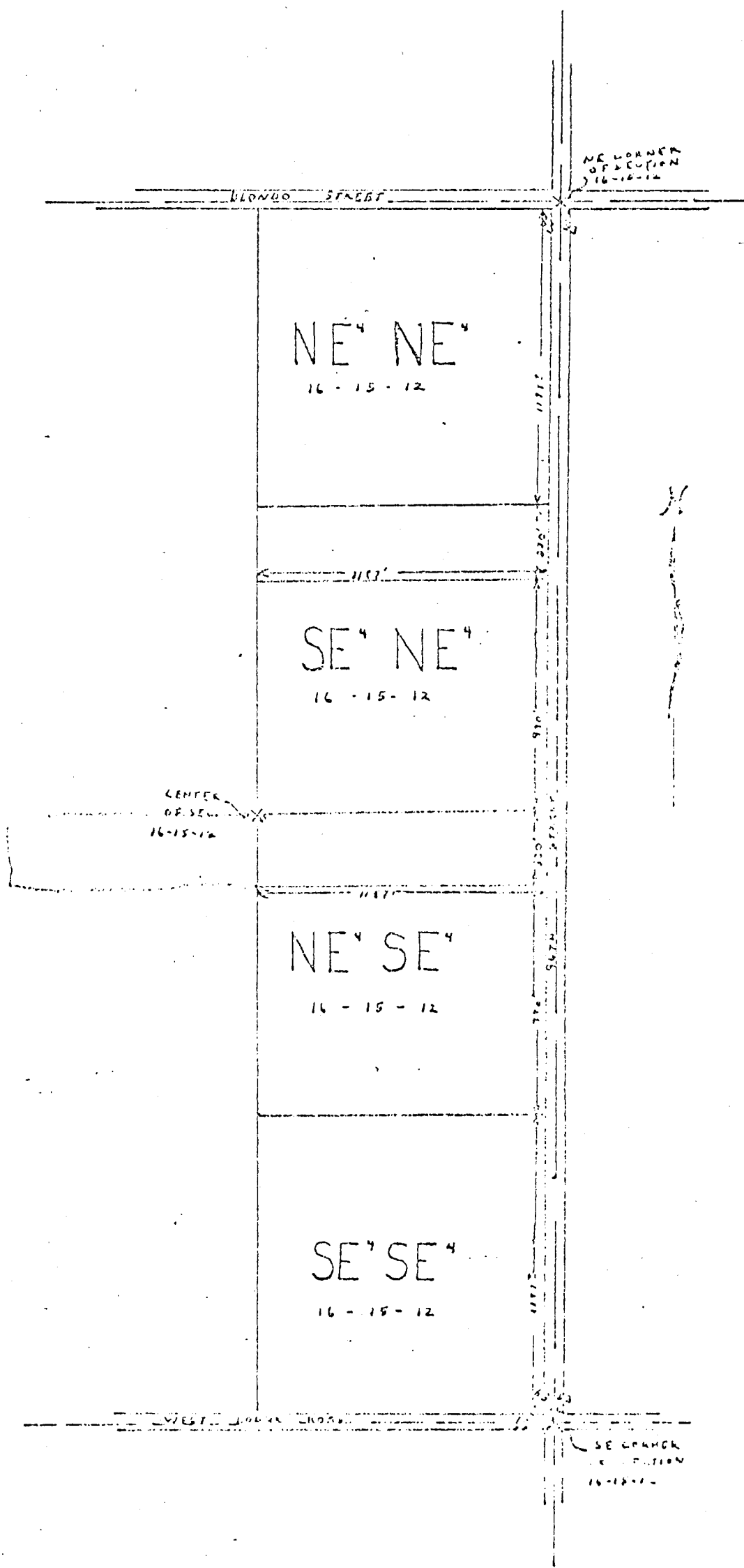
SPENCE-LINDLEY Abstract & Title Comapny

ABSTRACT OF TITLE TO

THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

Beginning at a point 988.0 feet North and 468.6 feet West of the East 1/4 corner of Section 16, Township 15, North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said point being also on the South line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a Westerly direction along the South line of said Meadowbrook Addition, a distance of 851.75 feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left, in a Southerly direction, along the West line of said Southeast Quarter of the Northeast Quarter a distance of 810.6 feet, thence left, in an Easterly direction, along a straight line, a distance of 852.8 feet, thence left, in a Northerly direction, parallel to the East line of said Section 16, a distance of 808.9 feet to the South line of said Meadowbrook Addition and the point of beginning, and containing 15.84 acres, more or less;

together with an easement for ingress and egress over the following described property, to-wit: Beginning at a point 330.0 feet South and 468.6 feet West of the East 1/4 corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, thence continuing in a Westerly direction, along the previously described course, a distance of 100.0 feet, thence right, in a Northerly direction, parallel to the East line of said Section 16, a distance of 510.0 feet, thence right, in an easterly direction, parallel to the penultimately described course, a distance of 100.0 feet, thence right, in a Southerly direction, parallel to the East line of said Section 16, a distance of 510.0 feet to the point of beginning and containing 1.17 acres, more or less.



BLONDIE STREET

NE CORNER
OF SECTION
16-15-12

NE⁴ NE⁴
16-15-12

1137'

1137'

SE⁴ NE⁴
16-15-12

1137'

CENTER
OF SECTION
16-15-12

1137'

NE⁴ SE⁴
16-15-12

1137'

SE⁴ SE⁴
16-15-12

1137'

WEST ... STREET

SE CORNER
OF SECTION
16-15-12

No. 1 : State of Nebraska : DEED
 Book 118 : By: James W. Davis, Governor :
 Page 637 : By: E. P. Roggen, Sec. of State : Dated Aug. 14, 1886
 : By: G. P. Winterstein, Deputy :
 : Attest: Joseph Scott, : Recorded May 10, 1889
 : Comm'r of Public Land and :
 : Buildings (Seal of Nebraska : Cons: \$1,440.00
 : State Land Office and State :
 : Seal Affixed) :
 : To :
 : William Lewon :

Conveys the East Half of the Southeast Quarter of Section 16, Township 15, Range 12, East of the 6th P.M., containing 80 acres more or less in Douglas County, Nebraska.

Recorded in Book "B" at Page 255-1, Office State Land Commissioner.

No. 2 : William Lewon and : MORTGAGE
 Book 122 : Magaretha Lewon, : Dated May 8, 1889
 Page 80 : Husband and wife, : Recorded May 16, 1889
 : To : Cons: \$2,500.00
 : William Vorce :

Mortgages the East Half of the Southeast Quarter of Section 16, in Township 15 North; Range 12, East of the 6th P.M., in Douglas County, Nebraska, containing 80 acres.

Secures the sum of \$2,500.00 payable according to promissory note.

(signed) Wm. Lewon
 Magaretha Lewon

One witness. Acknowledged May 8, 1889 by William Lewon and Magaretha Lewon, husband and wife, before Sam'l Cotner, Notary Public, Douglas County, Nebraska, with seal. Commission expires Febr. 26, 1893.

No. 3 : William Lewon and : MORTGAGE
 Book 242 : Margaretha Lewon, : Dated July 16, 1895
 Page 174 : His wife, : Recorded Aug. 17, 1895
 : To : Cons: \$2,500.00
 : William Vorce :

Mortgages the East Half of the Southeast Quarter of Section 16, in Township 15 North, Range 12, East in Douglas County, Nebraska, Containing 80 acres.

Secures the sum of \$2,500.00 payable according to promissory note.

One witness. Acknowledged July 16, 1895 before Wm. Robinson, Notary Public, Sarpy County, Nebraska, with seal. Commission expires Jan. 12, 1900.

No. 4 : William Vorce : RELEASE OF MORTGAGE
 Book 240 : To : Dated July 24, 1895
 Page 275 : William Lewon and : Recorded Sept. 3, 1895
 : Margaretha Lewon, : Cons: Full Payment
 : His Wife. :

Releases the Mortgage made by William Lewon and Margaretha Lewon, His Wife, to Me, on May 8, 1889, recorded in Book 122 of Mortgages at Page 80 of the Records of Douglas County, Nebraska.

Two witnesses. Acknowledged July 24, 189 before F. W. Crandall, Notary Public, Chautauqua County, New York, with seal.

No. 5 : William Lewon and : WARRANTY DEED
 Book 219 : Margaretha Lewon, : Dated Mar. 6, 1899
 Page 590 : Husband and Wife, : Recorded Mar. 6, 1899
 : To : Cons: \$4,250.00
 : Logan Enyart :

Conveys the East Half of the Southeast Quarter of Section 16, Township 15, Range 12, East of the 6th P.M., containing 80 acres more or less, in Douglas County, Nebraska.

Two witnesses. Acknowledged Mar. 6, 1899 before K. W. Hunt, Notary Public, Douglas County, Nebraska, with seal. Commission expires July 12, 1903.

No. 6 : William Vorce : RELEASE OF MORTGAGE
 Pook 267 : To : Dated Febr. 23, 1899
 Page 421 : William Lewon : Recorded Mar. 6, 1899
 : : Cons: Full Payment

Releases the Mortgage made by William Lewon on July 16, 1895 recorded in Book 242 of Mortgages at Page 174 of the Records of Douglas County, Nebraska.

Two witnesses. Acknowledged Febr. 23, 1899 before M. D. Tennant, Notary Public, Chautauque County, New York, with seal. Commission expires Mar. 30, 1899.

No. 7 : IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

In the Matter of the Estate)
 Of) Fee Book 3, Page 425
 Henry Ernst, Deceased) File No. 951

Nov. 12, 1888. Filed verified petition of Catherina Ernst, respectfully showing that Henry Ernst, late of McArdle Precinct in Douglas County, departed this life in said County on Nov. 4, 1888, leaving a last will and testament, as your petitioner is informed and verily believes, that your petitioner is the widow of the said deceased, that said last will and testament is now on file in this Court, having been filed herein on Nov. 10, 1888.

That said deceased was at and immediately previous to his death, an inhabitant of said Douglas County and he was possessed of real and personal estate, situate and being in Douglas County, to be administered and that the estimated value of the personal property thereof is the sum of \$6,000.00 or thereabouts as your petitioner is informed and verily believes.

That the names, ages and residence of the heirs at law of said deceased, and other persons interested in his estate, are as follows:

- George Ernst age 17 years
- Mary Ernst age 10 years
- Louis Ernst age 6 years
- Laura Ernst age 4 years

PRAYS that all persons interested in said estate may be duly cited as required by law, and as to this court may seem proper, to show cause, if any there be, why said instrument may not be proved, allowed and probated as the last will and testament of said deceased, and execution thereof and administration of said Estate be granted to Catherina Ernst.

Nov. 12, 1888. Entered Order that the said Catherina Ernst attend before this Court on Nov. 22, 1888 at 9:00 A.M. and show cause if any there be, why the prayer of petitioner should not be granted and that a

citation issue to the said heirs of Estate of said deceased, returnable before the County Court at said time and place; and that the citation be served on the person to whom it is directed, at least four days before the return day thereof.

G. W. Shields, County Judge

Nov. 12, 1888. Issued Citation on Catherine Frnst, George Ernst, Mary Ernst, Louis Ernst, and Laura Ernst.

Nov. 19, 1888. Citation returned by Sheriff of Douglas County, Nebraska, showing received this writ Nov. 12, 1888 and served the same on Nov. 16, 1888 on Catherine Frnst by delivering to her personally a true and duly certified copy thereof with all the endorsements thereon and I also served this writ on Nov. 16, 1888 on George Ernst by leaving at his usual place of residence in Douglas County, a true and duly certified copy thereof with all the endorsements thereon; also served this writ on Nov. 16, 1888 on Mary Ernst, a minor ten years of age, Louis Frnst, a minor six years of age, Laura Frnst, a minor four years of age and _____ Frnst, a female child yet unnamed, by delivering to each of them personally a true and duly certified copy thereof with all the endorsements thereon and at the same time, I delivered to Catherine Frnst as the mother and natural guardian of said Mary Frnst, Louis Frnst, Laura Frnst and _____ Frnst, minors under the age of fourteen years, a true and duly certified copy of this writ with all the endorsements thereon, she having the care and custody of said minor children.

Nov. 22, 1888. Entered Decree that said instrument be approved, allowed, established and have full force and effect as the last will and testament of said deceased; and that the same be recorded as required by law.

That the execution of said will be committed and the administration of the Estate of said deceased be granted to Catherina Frnst, the Executrix in said will named, who is ordered to give bond in the sum of \$12,000.00, with sufficient sureties, as required by the statute in such case made and provided: and that upon the same being duly approved and filed, letters testamentary issue in the premises.

That the proper certificate of Probate, duly signed by the County Judge and authenticated by the seal of his office, be attached to said last will and testament; which said last will and testament, proof of subscribing witnesses, and certificate of probate are in words and figures as follows:

Attached thereto is Last Will and Testament of Henry Ernst, providing as follows:

First: I direct that my funeral charges, the expenses of administering my estate and all my debts be paid out of my personal property. If that be insufficient, I authorize my Executor hereafter named to sell so much of my real estate as may be necessary for that purpose.

Second: I give and bequeath to my beloved wife, Catherine Ernst, all my personal property and all my real estate of any description whatsoever for the term of her natural life, provided that said Catherine Ernst shall remain unmarried.

(Third paragraph makes provisions in the event Catherine Ernst should remarry)

Fourth: If the said Catherine Ernst shall die, I give and bequeath all my property to my children to be divided among them equally, provided that before any such division shall take place, \$1,000.00 shall be paid to my son, George Ernst, out of the property and he shall have the same in addition to his share.

Fifth: I appoint my wife, Catherine Frnst Executor of this my last will and testament and if the said Catherine Frnst shall die or marry again, I appoint Claus Sievers and Henry Raabe, Executors of this my last will and testament.

Said will signed in the presence of two witnesses by Henry Ernst.

Attached thereto is Certificate of attesting witnesses.

Also is Certificate to probate of will signed by G. W. Shields, County Judge, with seal of the County Court of Douglas County, Nebr., affixed.

Dec. 15, 1888. Filed oath of Catherina Ernst. Bond filed and approved

Dec. 22, 1888. Issued letters testamentary unto Catherine Ernst.

Dec. 22, 1888. Entered order that six months be allowed for creditors to present their claims against the Estate for adjustment and allowance, and one year be allowed for Executrix to settle up said Estate from Dec. 22, 1888.

That notice be given to creditors of said estate to appear before me, at the County Court Room in Douglas County on Febr. 23, 1889 and on Apr. 22, 1889 and on June 22, 1889 at 9:00 A.M. each day, by publication in the Nebraska Watchman, four weeks successively prior to Febr. 22, 1889 and by posting up notices to said creditors in four public places in said county on or before Febr. 22, 1889 for the purpose of presenting their claims for adjustment and allowance.

G. W. Shields, County Judge

Febr. 26, 1889. Filed claim of J. Elton in the amount of \$164.95.

May 3, 1889. Filed Proof of Publication duly verified by Printer and Publisher of the Omaha Mercury that the notice attached was published in said newspaper for four consecutive weeks, the first date Jan. 4, 1889 and the last date of publication being Jan. 25, 1889.

The printed notice recites:

Notice is hereby given that the creditors of said deceased will meet the Executrix of said Estate, before me, County Judge of Douglas County, Nebraska, at the County Court Room, in said County on Febr. 23, 1889 and on Apr. 22, 1889 and on June 22, 1889 at 9:00 A.M. each day, for the purpose of presenting their claims for examination, adjustment and allowance. Six months are allowed for the creditors to present their claims and one year for the Executrix to settle said Estate from Dec. 22, 1888. This notice will be published in the Omaha Mercury, formerly the Nebraska Watchman, for four weeks successively prior to Febr. 22, 1889.

June 15, 1889. Filed appraiser's warrant and inventory showing Henry Ficke and Henry Raabe appointed to appraise said Estate.

Lists Northeast Quarter of Sec. 16-15-12	\$8,000.00
Personal Property	850.00

July 25, 1893. Filed report of Executrix showing her acts and doings from Nov. 4, 1888 to July 24, 1893.

Receipts	\$950.00
Expenditures	\$1,249.00
Amt. due Executrix	\$599.00

"This balance I make no claim for, as the property belonging to said estate has been willed to me.

Catharina Ernst."

July 25, 1893. Filed verified petition of Executrix praying that said final administration account may be settled and allowed; that proofs of heirships be taken and decree rendered thereon; that allowances be made for children under seven and fourteen years of age respectively, as the law directs; that a decree distributing and assigning the residue of said estate be entered, and that such other and further orders and proceedings may be had in the premises as may be required by the statutes in such cases made and provided; to the end that said estate and all things pertaining thereto may be finally settled and determined and the said Executrix discharged.

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That the court fix a time for hearing said matter and that all persons interested in said estate be notified that such proceedings will be had, by personal service upon residents of this State and by publication for four consecutive weeks previous to the day of hearing, in some weekly newspaper to be designated by the Court.

July 25, 1893. Filed copy of notice to creditors with certificate of Claus Sievers showing he posted four copies of said notice in four public places in Douglas County, Nebraska, prior to Febr. 22, 1889.

July 27, 1893. Entered Order that Aug. 29, 1893 at 10:00 A.M. be assigned for hearing said petition when all persons interested in said matter may appear at said County Court and show cause why the prayer of the petitioner should not be granted, and that notice of the pendency of said petition and the hearing thereof be given to Catherine Ernst, George Ernst, Mary Ernst, Louis Ernst, Laura Ernst and Henrietta Ernst, by personal service four weeks prior to said day of hearing and notice to all persons interested to be published in the Omaha Weekly Bee, four weeks successively prior to said day of hearing.

J. W. Eller, County Judge

Aug. 1, 1893. Filed personal notice on petition for settlement with return of Sheriff of Douglas County, Nebraska, by deputy showing received this writ on July 27, 1893 and served the same on July 31, 1893 on the within named George Ernst by leaving for him at his usual place of residence in Douglas County, Nebraska, a true and duly certified copy thereof with all the endorsements thereon.

I further served this writ on July 31, 1893 by delivering to each of the within named Mary Ernst, Louis Ernst, Laura Ernst and Henrietta Ernst, personally in Douglas County, Nebraska, a true and duly certified copy thereof with all the endorsements thereon.

I at the same time delivered to Catherine Ernst, mother and natural guardian, having the care and custody of said minor children, personally in Douglas County, Nebraska, a true and duly certified copy thereof with all the endorsements thereon.

Aug. 24, 1893. Filed Proof of Publication duly verified by Clerk of the Omaha Bee, that the notice was published in said newspaper on Aug. 2, 1893 and on Aug. 9, 1893 and on Aug. 16, 1893 and on Aug. 23, 1893.

Attached thereto is printed notice reciting the prayer of petition for final settlement filed herein on July 25, 1893 and giving notice that Aug. 29, 1893 at 10:00 A.M. is the day of hearing on said petition.

Aug. 29, 1893. Entered Decree wherein the Court finds that the final administration account filed on July 25, 1893 is in all respects true and correct, that due notice has been given to creditors, that the claims against said estate have been fully paid and satisfied and that said Estate is fully solvent.

That the said deceased died seized of the Northeast Quarter of Section 16, Township 15, Range 12, in Douglas County, Nebraska, and that the real estate is in the possession of the Executrix.

It is therefore, ordered, adjudged and decreed by the Court, that the account of the Executrix be and the same is hereby approved and in all particulars ratified and confirmed.

That Cathrena Ernst, George Ernst, Mary Ernst, Louis Ernst, Laura Ernst and Henrietta Ernst, are the heirs at law of the said Henry Ernst, Deceased and that there are no others.

That there is now due and unpaid costs and expenses of administration herein taxed at \$30.50. That after the payment of costs as aforesaid there will be remaining in the hands of the Executrix, no money nor other personal property belonging to said Estate.

That the said Catherine Ernst has not remarried.

That the real estate of which the said Henry Ernst died seized, be and the same is hereby assigned and confirmed unto Catherine Ernst, and that the said Catherine Ernst take, have and hold the same during her natural life. (Provided, however that the said Catherine Ernst remains unmarried)

That when the said Catherine Ernst Shall die, all of the property above described shall be assigned as follows, provided, however, that before any division shall take place, \$1,000.00 shall be paid to George Ernst out of and in addition to his share.

George Ernst	1/5
Mary Ernst	1/5
Louis Ernst	1/5
Laura Ernst	1/5
Henrietta Ernst	1/5

The said persons to take, have and hold the same in absolute title.

That upon payment of the costs herein as aforesaid, the said Executrix will be discharged.

J. W. Eller, County Judge

NOTE: Appearing in the file, but having no filing date is the following:

"Omaha, July 22, 1893

This is to certify that I have been paid in full of all claim I had against Mr. Henry Ernst and have no claims against his estate now.

One witness. Jack Elton"

Nov. 4, 1893. Issued discharge.
Costs Paid.

No. 8	: State of Nebraska	: DEED
Book 229	: By: W.A. Paynter, Governor	: Dated Oct. 25, 1899
Page 412	: By: W. F. Porter, Sec. of State	: Recorded Nov. 25, 1899
	: Attest: J.V. Wolfe, Commissioner	: Cons: \$1,600.00
	: of Public Land and Buildings	:
	: (Seal of Nebraska Land Office and	:
	: State Seal Affixed)	:
	: To	:
	: Henry Ernst	:

Conveys the Northeast Quarter of Section 16, Township 15, Range 12, East of the 6th P.M., containing 160 acres in Douglas County, Nebraska.

Recorded in Book "F" at Page 163-1, Office of Commissioner of Public Lands and Buildings.

No. 9	: Logan Enyart and	: WARRANTY DEED
Book 285	: Katharine Enyart,	: dated Dec. 28, 1905
Page 371	: His wife,	: Recorded Mar. 1, 1906
	: To	: Cors: \$17,000
	: Philip S. Peed	:

Conveys the Southeast Quarter of Section 16, Township 15 North, Range 12, East of the 6th P.M., containing 160 acres in Douglas County, Nebraska.

One witness. Acknowledged Dec. 29, 1905 before L. F. Jackson, Notary Public, Otoe County, Nebraska, with seal.

Commission expires ____.

No. 10 : Philip S. Reed, : WARRANTY DEED
 Book 285 : Unmarried : Dated Mar. 1, 1906
 Page 373 : To : Recorded Mar. 1, 1906
 : William Stull : Cons: \$17,600.00

Conveys the Southeast Quarter of Section 16, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, containing 160 acres.

One witness. Acknowledged Mar. 1, 1906 before Alexander C. Reed, Notary Public, Douglas County, Nebraska, with seal. Commission expires Sept. 21, 1906.

No. 11 : IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

In the Matter of the Estate)
 Of) Fee Book 2, Page 130
 Catharina Ernst, Deceased) File No. 8695

Oct. 31, 1916. Filed verified petition of George Ernst, Mary Ernst-Wiese, Laura Ernst, Henrietta Ernst-Wesemann, respectfully showing that Catharina Ernst, departed this life in Douglas County, Nebraska, on Oct. 21, 1916, leaving no last will and testament, as your petitioner is informed and verily believes: that your petitioners are sons and daughters of the said deceased. That said deceased was at and immediately previous to her death, an inhabitant of said Douglas County, Nebraska and she was possessed of real estate in the State of Nebraska of the value of about \$6,000.00 and real estate in foreign states of the value of about ___ and also personal estate to be administered, of the value of about \$1250.00 as your petitioner is informed and verily believes.

Further shows that the names, age and residence of the heirs at law of said deceased, and other persons interested in said estate, are as follows:

George Ernst	45	Benson Nebr. R. #7	Son
Mary Ernst-Wiese	38	Benson Nebr. R. #6	Daughter
Louis Ernst	23	died Nov. 27, 1905,	sgl. Man, Son
Laura Ernst	32	Benson, Nebr. #6	Daughter
Henrietta Ernst-Wesemann	28	Benson, Nebr. P. #6	Daughter

PPAYS that all persons interested in said Estate may be duly notified three weeks prior to the day of hearing, as required by law, and as to this Court may seem proper, to show cause, if any, there be, why administration of said Estate may not be granted to Carl Madsen.

Oct. 31, 1916. Entered Order that the 31st day of Oct., 1916 at 9:00 A.M. be assigned for hearing said petition when all persons interested in said matter may appear at said County Court and show cause why the prayer of the petitioner should not be granted, and that notice of the pendency of said petition and the hearing thereof be not required, it appearing that all persons interested have joined in and assented to said petition and waived notice of the hearing thereof.
 Bryce Crawford, County Judge

Oct. 31, 1916. Entered Order that Carl Madsen be appointed Administrator of said Estate, upon filing a good and sufficient bond in the sum of \$1500.00 continued according to law, and to be approved by this Court, and upon taking the oath required by law, Letters of Administration issue out of and under the seal of this Court.
 Bryce Crawford, County Judge

Oct. 31, 1916. Filed Oath of Carl Madsen. Bond filed & approved. Letters of Administration issued unto Carl Madsen.

Oct. 31, 1916. Entered Order that six months be allowed for creditors to present their claims against said Estate for adjustment and allowance, from Dec. 2, 1916. That notice be given to the

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creditors of said Estate to appear before me, at the County Court Room in said County on Jan. 3, 1917 and on June 4, 1917 at 9:00 A.M. each day, by publication in The Benson Times, a newspaper printed in said County four weeks successively prior to Dec. 2, 1916 and by posting up notices to said creditors in four public places in said County on or before Dec. 2, 1916 for the purpose of presenting their claims for adjustment and allowance.

By the Court, Bryce Crawford, Judge

Nov. 4, 1916. Filed Proof of Posting Notice to Creditors in four public places.

Nov. 23, 1916. Filed Proof of Publication verified by Publisher of The Benson Times that the printed notice attached was published in said newspaper for four consecutive weeks, the first date being Nov. 3, 1916 and the last date being Nov. 24, 1916.

The printed notice recites:

Notice is hereby given that the creditors of said deceased will meet the Administrator of said Estate before me, County Judge of Douglas County, Nebraska at the County Court Room in said County on Jan. 3, 1917 and on June 4, 1917 at 9:00 A.M. each day for the purpose of presenting their claims for examination, adjustment and allowance. Six months are allowed for the creditors to present their claims from Dec. 2, 1916.

Dec. 21, 1916. Filed Inventory listing real property not under search herein and personal property, total inventory \$8,421.61.

June 4, 1917. Entered Order that every person having a claim against said estate, not heretofore filed be and hereby is forever barred from recovering such demand and from setting off the same in any action whatever.

Bryce Crawford, County Judge

Nov. 2, 1917. Filed claim of George Ernst in the amount of \$1,000.00.

Nov. 2, 1917. Filed Report of Administrator showing his acts and doings from Dec. 21, 1916 to Nov. 1917.

Receipts	\$2834.61
Disbursements	1365.28
Balance Cash on Hand	1469.33

Nov. 2, 1917. Filed verified petition of Carl Madsen, Administrator praying this court for a final settlement and allowance of such account, as filed and for a discharge from his trust, and that for these purposes, a time and place be fixed for examining, settling and allowing such account and such notice thereof ordered given as the law may require.

Nov. 2, 1917. Entered order that the 24th day of November, 1917 at 9:00 A.M. be assigned for hearing said petition when all persons interested in said matter may appear at said County Court and show cause why the prayer of the petitioner should not be granted and such other orders made as to said Court may seem proper, and that notice of the pendency of said petition and the hearing thereof be given all persons interested, to be published in the Benson Times, two weeks successively prior to day of hearing.

Bryce Crawford, County Judge

Nov. 21, 1917. Filed Proof of Publication verified by Publisher of The Benson Times that the printed notice attached was published in said newspaper for two consecutive weeks, beginning on Nov. 9, 1917 and ending on Nov. 16, 1917.

The printed notice recites:

All persons interested in said matter are hereby notified that on the 2nd day of Nov., 1917 Carl Madsen filed a petition in said County Court, praying that his final administration account filed herein be settled and allowed and that he be discharged from his trust as Administrator and that a hearing will be had on said petition before said Court

on the 24th day of Nov., 1917 and that if you fail to appear before said Courton the said 24th day of Nov., 1917 at 9 O'clock A.M. and contest said petition, the court may grant the prayer of said petition and make such other and further orders, allowances and decrees as to this Court may seem proper to the end that all matters pertaining to the said estate may be finally settled and determined.

Nov. 24, 1917. Entered order disallowing claim of Geo. Ernst, insufficient proof being offered.

Nov. 24, 1917. Entered Decree that the final administration account is in all respects true and correct, that due notice to creditors has been given, that all claims allowed against said estate have been fully paid and satisfied and that said estate is fully solvent.

That the said Catharina Ernst, deceased, left surviving her as her heirs and only heirs at law, the following persons who are related to the said deceased as herein stated.

George Ernst	Son
Mary F. Wiese	Daughter
Laura Ernst	Daughter
Henrietta E. Wesemann	Daughter

That the personal property of said estate should be divided among the said heirs, in the following proportions: Share and share alike.

That Carl Madsen should be allowed a fee in the sum of \$95.65 for services rendered as Administrator herein.

That after completing the record of this cause there be due this Court for costs of Administration the sum of \$4.75 and that after paying said costs the Administrator will have in his hands the sum of \$1464.58 in cash.

WHEREFORE IT IS ORDERED AND CONSIDERED BY THIS COURT that the said final administration account is hereby settled, allowed and approved as filed.

That the Administrator pay the said costs herein taxed at \$4.75.

That the Administrator pay the following named persons the amount set opposite their respective names as their respective distributive share of the cash belonging to said Estate:

George Ernst	\$342.23
Mary E. Wiese	342.23
Laura Ernst	342.23
Henrietta E. Wesemann	342.23
Carl Madsen, Adm.	95.65

That upon the payment of the said costs of administration and the payment of the money and delivery of the personal property as aforesaid and upon the return of the proper vouchers and report of his doings under this decree and upon the approval of the same by this Court the Administrator be discharged.

Bryce Crawford, County Judge

Jan. 16, 1918. Filed Receipts of Geo. Ernst, Mary Ernst Wiese, Laura Ernst and Henrietta Ernst Wesemann for the sum of \$ 342.23 each.

Jan. 16, 1918. Filed Report under Final Decree of Administrator showing \$4.75 court costs and \$95.65 Administrator fee paid.

Jan. 16, 1918. Issued Discharge.

Court costs paid in full.

No. 12 : George Ernst, Single : QUIT CLAIM DEED
 Book 397 : Mary Ernst-Wiese and : Dated Nov. 13, 1916
 Page 364 : John F. Wiese, : Recorded Nov. 17, 1916
 : Her Husband; and : Cons: \$1.00 & other
 : Laura Ernst, Single :
 : To :
 : Henrietta Ernst-Wesemann :

Remises, releases and forever quit claims and conveys all our right, title, interest, estate, claim and demand in and to all the Southeast Quarter of the Northeast Quarter of Section 16, Township 15, Range 12, East in Douglas County, Nebraska.

One witness. Acknowledged Nov. 13, 1916 before Carl Madsen, Notary Public, Douglas County, Nebraska, with seal. Commission expires June 5, 1919.

No. 13 : IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

In the Matter of the Estate)
 Of) Fee Book 2, Page 160
 Louis Ernst, Deceased) File No. 8725

Nov. 18, 1916. Filed verified petition of George Ernst, Mary Ernst-Wiese, Laura Ernst and Henrietta Ernst-Wesemann, respectfully showing that Louis Ernst departed this life in Douglas County, Nebraska on Nov. 27 1905. That said deceased was at and immediately previous to his death an inhabitant of said Douglas County, Nebraska, and that he died intestate, seized of an estate in fee simple in the following described real estate, to-wit:

An undivided 1/5 interest in the Northeast Quarter of Section 16, Township 15, Range 12, Douglas County, Nebraska.

Further shows that the names, ages and residence of the heirs at law of said deceased are as follows:

George Ernst	age 45	Benson, Nebr.	Prother
Mary Ernst-Wiese	age 38	Benson, Nebr.	Sister
Laura Ernst	age 32	Benson, Nebr.	Sister
Henrietta Ernst-Wesemann	age 28	Benson, Nebr.	Sister

PRAY that decree be entered determining the heirs of said deceased and degree of kinship and the right of descent of the said real estate, and that administration of said estate be dispensed with.

Nov. 18, 1916. Filed Notice of Hearing on Petition to Dispense with Administration directed to the heirs at law, creditors and all other persons interested in said estate. It is ordered that the 23rd day of December, 1916 at 9 o'clock A.M. be assigned for hearing said petition and that notice thereof be given to all persons interested by publication in the Benson Times, for three weeks successively prior to day of hearing.

If you fail to appear at said time and place and contest the said petition, the Court may grant the same, enter a decree of heirship, and decree that further administration of said estate be dispensed with.

By the Court, Bryce Crawford, County Judge

Dec. 11, 1916. Filed claim of County Treasurer of Douglas County, Nebraska, in the amount of \$24.05.

Dec. 12, 1916. Filed Proof of Publication verified by Publisher of The Benson Times that the printed notice attached was published in said newspaper for three consecutive weeks, the first date being Nov. 24, 1916 and the last date of publication being Dec. 8, 1916.

The printed notice directed to the heirs at law, creditors and all other persons interested in said estate recites the allocations and prayer of petition filed herein on Nov. 18, 1916 and gives notice that a hearing will be had on said petition at the County Court Room of said County on Dec, 23, 1916 at 9 o'clock A.M. and that if you fail to appear at said time and place and contest the said petition the court may grant the same, enter a decree of heirship and decree that further administration of said estate be dispensed with.

Dec. 23, 1916. Entered Decree that notice of the hearing on said petition has been given in accordance with previous order of said Court, and that no objections have been filed against the granting of the prayer of said petitioners. That Louis Ernst departed this life intestate on Nov. 27, 1905 being at the time of his death a resident of Douglas County, Nebraska. That he was seized of an estate in fee simple in the following described real estate situated in said County, to-wit:

An undivided one-fifth interest in the Northeast Quarter of Section 16, Township 15, Range 12, East.

That he left surviving him as his sole and only heirs at law the following:

- George Ernst Brother
- Mary Ernst-Wiese Sister
- Laura Ernst Sister
- Henrietta Ernst-Wesemann, Sister

Who are all over the age of 21 years.

That more than two years have elapsed since the death of said deceased and that said above described property is not subject to attachment, execution or other mesne process, and not liable for the payment of the debts of said deceased, if any such exist.

That the prayer of said petition should be granted and further administration of said estate dispensed with.

That said Estate is fully settled in accordance with the laws of the State of Nebraska.

By the Court, Bryce Crawford, County Judge

Court Costs Paid.

No. 14 : Mary Ernst Wiese : AFFIDAVIT
 Book 39 : To : Dated Febr. 27, 1918
 Page 391 : Whom It May Concern. : Recorded Febr. 28, 1918

On oath, says that I am the owner of the Northeast Quarter of the Northeast Quarter and the North Half of the Southeast Quarter of the Northeast Quarter of Section 16, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebraska, and I am one of the heirs of Henry Ernst and Catharina Ernst, both now deceased, and I know that Catherine Ernst, named as devisee in the will of Henry Ernst, deceased, is the same and identical person as Catharina Ernst whose Estates was probated in Douglas County, Nebraska, the petition for probate being filed Oct. 31, 1916 by George Ernst and is the same person as Catharina Ernst, also named in said proceedings.

That Mary Ernst, named as one of the heirs of Henry Ernst, is the same identical person as Mary Ernst Wiese (affiant who is named as one of the heirs of Catharina Ernst) and is the same identical person as Mary F. Ernst and the same person as Mary Wiese mentioned in the proceedings in the Estate of Catharina Ernst.

That Henrietta Ernst, named as one of the heirs of Henry Ernst is the same identical person as Henrietta Ernst Wesemann, grantor in deed dated Nov. 13, 1916 recorded in Book 397 at Page 364 and is the same identical person as Henrietta F. Wesemann, named as one of the heirs in the Estate of Catharina Ernst.

That _____ Ernst, named as one of the heirs of Henry Ernst, whose first name _____ was not given is the same identical person as Henrietta Ernst, later Henrietta Ernst Wesemann.

No witness. Subscribed and sworn to Febr. 27, 1918 before Carl Madsen, Notary Public, Douglas County, Nebraska, with seal.
 Commission expires June 5, 1919.

No. 15 : Henrietta Frnst Wesemann and : WARRANTY DEED
 Book 476 : Diedrick Wesemann, : Dated June 23, 1922
 Page 556 : Wife and Husband, : Recorded June 26, 1922
 : To : Cons: \$13,750.00
 : Harmon V. Smith :

Conveys the South 3/4 of the Southeast Quarter of the Northeast Quarter of Section 16, Township 15 North, Range 12, East of the 6th P.M., and other property, in Douglas County, Nebraska, containing 50 acres more or less.

Subject to lease expiring Mar. 1, 1923 and to taxes for the year 1923 and thereafter.

One witness. Acknowledged June 24, 1922 before N. H. Tyson, Notary Public, Douglas County, Nebraska, with seal.

Commission expires Apr. 11, 1927.

No. 16 : Mabel B. Stull, wife of : WARRANTY DEED
 Book 557 : William Stull : Dated Nov. 30, 1927
 Page 89 : To : Recorded Dec. 1, 1927
 : William Stull, Junior : Cons: \$1.00
 : : Love and Affection

Conveys all of the Southeast Quarter of Section 16, Township 15, North of Range 12, East of the 6th P.M., containing 160 acres more or less in Douglas County, Nebraska.

This deed is made to supply a previous deed of conveyance of the same identical land herein described, by the grantor and husband hereof dated in 1914 conveying the said lands to William Stull, Junior, which was at that time delivered to Anna L. Blanchard for use of grantee, and which former deed has since been lost or destroyed and cannot be found; and by this deed the grantor herein confirm said prior conveyance and vest title to the land hereby conveyed in the grantee from and since the date of the prior deed. This conveyance is expressly conditioned however, that the land hereinbefore described shall not be conveyed or in any way encumbered by the grantee prior to Jan. 28, 1930. The grantor herein is the wife of William Stull, who executed his deed for the same purpose as this one on June 6, 1923.

Two witnesses. Acknowledged Nov. 30, 1927 before Gail Taylor, Notary Public, Douglas County, Nebraska, with seal.

Commission expires May 9, 1933.

No. 17 : William Stull : WARRANTY DEED
 Book 557 : To : Dated June 7, 1903
 Page 90 : William Stull, Junior : Recorded Dec. 1, 1927
 : : Cons: \$1.00
 : : Love and Affection

Conveys all of the Southeast Quarter of Section 16, Township 15 North of Range 12, East of the 6th P.M., containing 160 acres more or less, in Douglas County, Nebraska.

This deed is made to supply a previous deed of conveyance of the same identical land herein described, by the grantor and wife hereof, dated in 1914 conveying the said lands to William Stull, Junior which was at that time delivered to Anna L. Blanchard for use of grantee and which former deed has since been lost or destroyed and cannot be found; and by this deed the grantors herein confirm said prior conveyance and vest title to the land hereby conveyed in the grantee from and since the date of the prior deed. This deed is expressly conditioned, however, that the land hereinbefore described shall not be conveyed or in any way encumbered by the grantee prior to Jan. 28, 1930.

Two witnesses. Acknowledged June 6, 1923 before Jules Constans, Notary Public, Los Angeles County, California, with seal.

Commission expires Apr. 12, 1925.

No. 18 : In the Matter of the Estate : CERTIFIED COPY DECREE
 Book 89 : Of : Dated May 7, 1930
 Page 672 : Louis Ernst, Deceased : Recorded May 8, 1930

Appears certified copy of Decree entered in the above matter on Dec. 23, 1916, same as shown at Entry No. 13 herein.

No. 19 : William Stull and : MORTGAGE
 Book 716 : Janet Stull, : Dated Nov. 13, 1933
 Page 26 : Husband and wife, : Recorded Dec. 6, 1933
 : To : Cons: \$8,000.00
 : Buffett Sklenicka & Co. :

Mortgages the Southeast Quarter of Section 16, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebraska, containing 160 acres more or less.

Secures the sum of \$8,000.00 payable according to note of even date.

Two witnesses. Acknowledged Dec. 4, 1933 before Mabel Arnold, Notary Public, Los Angeles County, California, with seal.
 Commission expires Jan. 11, 1934.

No. 20 : Wm. Stull, Jr. and : EASEMENT
 Book 107 : Janet R. Stull, : Dated Febr. 24, 1934
 Page 9 : His Wife, : Recorded Apr. 2, 1934
 : To : Cons: \$80.00
 : Northwestern Bell :
 : Telephone Company :

Grants the perpetual right to construct, operate and maintain its telephone and telegraph lines consisting of poles, wires, cables, fixtures and anchors, upon or adjacent to the Southeast Quarter of Section 16, Township 15, Range 12, Douglas County, Nebraska, in the following manner: Placing buried cable through and across property approximately 100 feet North of center line of new proposed road, together with the right to trim any trees along said lines where so necessary to secure a clearance of at least four feet for the wires.

Two witnesses. Acknowledged Febr. 24, 1934 before Erase P. Palmer, Notary Public, Los Angeles County, California, with seal.
 Commission expires Nov. 16, 1937.

No. 21 : Buffett, Sklenicka & Co. : ASSIGNMENT OF MORTGAGE
 Book 720 : by: Howard Buffett, President : Dated Dec. 8, 1933
 Page 261 : (Corporate Seal) : Recorded June 1, 1934
 : To : Cons: Value Received
 : Dolly S. Hogan :

Assigns all its right, title and interest in and to the Mortgage executed by William Stull and Janet Stull, husband and wife, recorded in Book 716 at Page 26 of Douglas County, Nebraska Mortgage Records.

One witness. Acknowledged Dec. 8, 1933 by said President in due corporate form before Stanley F. Kuncl, Notary Public, Douglas County, Nebraska, with seal.

Commission expires Febr. 15, 1938.

No. 22 : William Stull, Jr. and : MORTGAGE
 Book 786 : Janet R. Stull, : Dated May 26, 1937
 Page 205 : Husband and Wife, : Recorded June 5, 1937
 : To : Cons: \$12,500.00
 : Byron Reed Company, Inc. :

Mortgages the Southeast Quarter of Section 16, except that part taken for United States Public Works Project 20-B, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebraska.

Secures the sum of \$12,500.00 payable according to note of even date.

No witness. Acknowledged June 1, 1937 before D. P. Martin, Notary Public, Los Angeles County, California, with seal. Commission expires July 6, 1938.

No. 23 : William Stull, Jr. and : ASSIGNMENT OF RENTS
 Book 124 : Janet R. Stull, : Dated May 26, 1937
 Page 375 : Husband and Wife, : Recorded June 5, 1937
 : To : Cons: \$12,500.00
 : Byron Reed Company, Inc. :

Sells, assigns, transfers and sets over the rents, issues and profits of the Southeast Quarter of Section 16, except that part taken for United States Public Works Project 20-B, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, to be applied on note for \$12,500.00 made to said Association and secured by a mortgage on the above described real estate.

No witness. Acknowledged June 1, 1937 before D. B. Martin, Notary Public, Los Angeles County, California, with seal. Commission expires July 6, 1938.

No. 24 : William Stull, Jr. and : MORTGAGE
 Book 771 : Janet R. Stull, : Dated June 14, 1937
 Page 60 : His Wife; and : Recorded June 28, 1937
 : Mabel B. Stull, Widow : Cons: \$3,500.00
 : To :
 : Louise R. Massey :

Mortgages the Southeast Quarter of Section 16, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, except that part taken for United States Public Works Project 20-B.

Subject to a prior mortgage of \$12,500.00 in favor of Byron Reed Company, Inc.

Secures the sum of \$3,500.00 payable according to promissory note.

One witness. Acknowledged June 14, 1937 by William Stull, Jr. and Janet Stull, his wife, before Trase P. Palmer, Notary Public, Los Angeles, California, with seal. Commission expires Nov. 16, 1937.

No witness. Acknowledged June 16, 1937 by Mabel B. Stull, Widow, before C. B. Whittemore, Notary Public, McHenry County, Illinois, with seal. Commission expires Sept. 3, 1940.

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No. 25 : Dolly S. Hogan : RELEASE OF MORTGAGE
 Book 777 : To : Dated June 30, 1937
 Page 64 : William Stull and : Recorded June 30, 1937
 : Janet Stull, : Cons: Payment of the
 : Husband and Wife. : Debt

Releases the Mortgage made by William Stull and Janet Stull, husband and wife, to Puffett-Sklenicka & Company and assigned to Dolly S. Hogan, on the Southeast Quarter of Section 16, except that part taken for United States Public Works Project 20-P, Township 15 North Range 12, East of the 6th P.M., in Douglas County, Nebraska, which was recorded on Dec. 6, 1937 in Book 716 at Page 26 of Mortgage Records of Douglas County, Nebr.

One witness. Acknowledged June 30, 1937 before Elaine F. Hiett, Notary Public, Douglas County, Nebraska, with seal.
 Commission expires Mar. 29, 1942.

No. 26 : James M. Noonan : AFFIDAVIT
 Book 148 : To : Dated
 Page 370 : Whom It may Concern : Recorded Sept. 9, 1940

On oath, says that he has been well acquainted with William Stull and his family for many years; that he knows of his own knowledge that William Stull was the owner of the Southeast Quarter of Section 16, Township 15, North of Range 12, East of the 6th P.M., in Douglas County, Nebraska.

That the above described real estate was never the homestead of the said William Stull and was never the homestead of Mabel B. Stull, his wife; that the said William Stull and Mabel B. Stull never resided on said property but that their home when they lived in the City of Omaha, Douglas County, Nebraska, was at 3350 Harney Street.

No witness. Subscribed and sworn to Sept. 4, 1940 before R. N. Booth, Notary Public, Douglas County, Nebraska, with seal.
 Commission expires Apr. 23, 1946.

No. 27 : William Stull, Jr. and : MORTGAGE
 Book 826 : Janet R. Stull, : Dated Aug. 27, 1940
 Page 574 : Husband and Wife, : Recorded Sept. 9, 1940
 : To : Cons: \$11,600.00
 : Omaha Loan and Building :
 : Association of Omaha, Nebraska :

Mortgages the Southeast Quarter of Section 16, township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, except that part taken for U. S. Public Works Project 20-P, and except the North 400 feet of the South 400 feet of the West 400 feet of the East 433 feet of the Southeast Quarter of Southeast Quarter of said Section 16.

Secures the sum of \$11,600.00 payable according to note of even date.

Two witnesses. Acknowledged Aug. 27, 1940 before Frase P. Palmer, Notary Public, Los Angeles County, California, with seal.
 Commission expires Nov. 16, 1941.

No. 28 : William Stull, Jr. and : ASSIGNMENT OF RENTS
 Book 148 : Janet R. Stull, : Dated Aug. 27, 1940
 Page 371 : Husband and Wife, : Recorded Sept. 9, 1940
 : To : Cons: \$11,600.00
 : Omaha Loan and Building :
 : Association of Omaha, Nebraska :

Sells, assigns and sets over the rents, issues and profits of the Southeast Quarter of Section 16, Township 15 North, Range 12 East of the 6th P.M., except that part taken for U. S. Public Works Project 20-B and except the North 400 feet of the South 460 feet of the West 400 feet of the East 433 feet of the Southeast Quarter of the Southeast Quarter of Section 16, Douglas County, Nebraska, to be applied on a note of \$11,600.00 made to said Association and secured by a mortgage on the above described premises.

One witness. Acknowledged Aug. 27, 1940 before Trase P. Palmer, Notary Public, Los Angeles County, California, with seal.
 Commission expires Nov. 16, 1941.

No. 29 : Mabel B. Stull, Widow and : MORTGAGE
 Book 827 : William Stull Jr. and : Date Aug. 27, 1940
 Page 9 : Janet Stull, : Recorded Sept. 11, 1940
 : Husband and Wife, : Cons: \$700.00
 : To :
 : Louise R. Massey :

Mortgages the Southeast Quarter of Section 16, Township 15 North, Range 12, East of the 6th P.M., except that part of the said Southeast Quarter taken for United States Public Works Project 20-B, and also that part of the said Southeast Quarter described as follows: The North 400 feet of the South 460 feet of the West 400 feet of the East 433 feet of said Southeast Quarter in Douglas County, Nebraska.

Subject to a prior mortgage in the amount of \$11,600.00 in favor of The Omaha Loan and Building Association of Omaha, Nebraska.

Secures the sum of \$700.00 payable according to promissory note dated Aug. 31, 1940.

No witness. Acknowledged Aug. 27, 1940 by William Stull, Jr. and Janet Stull, husband and wife, before Trase P. Palmer, Notary Public, Los Angeles County, California, with seal.
 Commission expires Nov. 16, 1941.

Acknowledged Aug. 30, 1940 by Mabel B. Stull, Widow before L. W. Ackman, Notary Public, McHenry County, Illinois, with seal.
 Commission expires Aug. 19, 1941.

No. 30 : Byron Reed Company, Inc. : RELEASE OF MORTGAGE
 Book 827 : By: L. P. Campbell, Pres. : AND ASSIGNMENT OF RENTS
 Page 177 : (Corporate Seal) : Dated Aug. 28, 1940
 : To : Recorded Sept. 17, 1940
 : William Stull, Jr. and : Cons: Payment of the
 : Janet Stull, husband and wife: Debt

Releases the Mortgage made by William Stull, Jr. and Janet Stull, husband and wife, on the Southeast Quarter of Section 16, except that part taken for United States Public Works Project 20-B, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebraska, which was recorded in Book 786 of Mortgages at Page 205 of Records in the Register of Deeds Office, Douglas County, Nebraska.

Also releases Assignment of Rents recorded in Book 124 of Miscellaneous Records at Page 375 of the Records of Douglas County, Nebraska.

One witness. Acknowledged Aug. 28, 1940 by said President in due corporate form before Elaine F. Hiett, Notary Public, Douglas County, Nebraska, with seal.

Commission expires Mar. 29, 1942.

No. 31 : Louise R. Massey : RELEASE OF MORTGAGE
Book 810 : To : Dated Aug. 23, 1940
Page 111 : William Stull, Jr. and : Recorded Sept. 17, 1940
: Janet R. Stull, : Cons: Payment of the
: His Wife; and : Debt
: Mabel B. Stull, Widow :

Releases the Mortgage made by William Stull, Jr. and Janet R. Stull, his Wife; and Mabel B. Stull, Widow, to Louise R. Massey on the Southeast Quarter of Section 16, Township 15 North, Range 12 East of the 6th P.M., except that part taken for United States Public Works Project 20-B Douglas County, Nebraska, which was recorded on June 28, 1937 in Book 771 of Mortgages at Page 60 of the Mortgage Records of Douglas County, Nebraska.

Two witnesses. Acknowledged Aug. 23, 1940 before Lloyd R. Massey, Notary Public, Los Angeles County, California, with seal.

Commission expires _____.

No. 32 : William Stull, Jr. : AFFIDAVIT
Book 148 : To : Dated Sept. 3, 1940
Page 562 : Whom It May Concern : Recorded Sept. 19, 1940

On oath, states that he is a resident of Los Angeles, California, and that he is the son of William Stull and Mabel B. Stull, husband and wife; that the said William Stull prior to June 6, 1923, was the owner of the Southeast Quarter of Section 16, Township 15 North Range 12, East of the 6th P.M., containing 160 acres more or less, in Douglas County, Nebraska; that on June 6, 1923 the said William Stull executed a warranty deed conveying the above described real estate and that on June 6, 1923 the time the warranty deed was executed by the said William Stull, the aforementioned Mabel B. Stull was the legal wife of the said William Stull.

No witness. Subscribed and sworn to before a Notary Public, Los Angeles County, California, with seal.

Commission expires Nov. 16, 1941.

No. 33 : Louise R. Massey : RELEASE
Book 828 : To : Dated Oct. 18, 1940
Page 555 : Mabel B. Stull and : Recorded Oct. 22, 1940
: William Stull, Jr. and : Cons: Payment
: Janet R. Stull :

Releases the Mortgage made by Mabel B. Stull and William Stull, Jr. and Janet R. Stull, to Louise R. Massey on the Southeast Quarter of Section 16, Township 15 North, Range 12 East of the 6th P.M., except that part of the said Southeast Quarter taken for United States Public Works Project 20-B and also except that part of the said Southeast Quarter described as follows: The North 400 feet of the South 460 feet of the West 400 feet of the East 433 feet of said Southeast Quarter Section: subject to a prior mortgage in the amount of \$11,600.00 in favor of the Omaha Loan and Building Association of Omaha, Nebraska, which was recorded on the 11th day of Sept., 1940 in Book 827 at Page 9 of the Mortgage Records of Douglas County, Nebraska.

No witness. Acknowledged Oct. 18, 1940 before Lloyd R. Massey, Notary Public, Los Angeles County, California, with seal.

Commission expires _____

No. 34 : Henry W. Bartling : AFFIDAVIT
 Book 161 : Secretary of Board of : Recorded Nov. 20, 1941
 Page 325 : Educational Lands and :
 : Funds of the State of :
 : Nebraska :
 : To :
 : Whom It May Concern :

On oath, certifies that the Records of the Board of Educational Lands and Funds show that the State of Nebraska, entered into a contract with one Henry Ernst on Nov. 1, 1879, wherein Henry Ernst agreed to purchase the Northeast Quarter of Section 16, Township 15 North, Range 12, East of the 6th P.M., for the amount of \$1,600.00 payable ten per cent at date of contract, with the balance due Nov. 1, 1899.

The records also show that on Nov. 1, 1879 Mr. Ernst paid to the State of Nebraska, the amount of \$160.00 representing a ten per cent payment upon the principal of the contract. The records further show that all interest on this contract was paid to the State of Nebraska on Oct. 24, 1899 and that on Jan. 21, 1898 the amount of \$300.00 was paid upon the principal; on Nov. 18, 1898 the amount of \$400.00 was paid on the principal and that on Oct. 24, 1899 the amount of \$740.00 representing the balance due upon the principal of the contract was paid to the State of Nebraska.

The records further show that, inasmuch as Henry Ernst had fulfilled his contract with the State of Nebraska, the Northeast Quarter of Section 16, Township 15, North of Range 12 East Douglas County, Nebraska, was conveyed to him by the State of Nebraska, under date of Oct. 25, 1899; the deed of conveyance being recorded in Deed Record "F" at Page 163-1 in the Office of the Board of Educational Lands and Funds, formerly known as the Office of the Commissioner of Public Lands and Buildings.

No witness. Subscribed and sworn to Nov. 13, 1941 before Thelma Lawson, Notary Public, Lancaster County, Nebraska, with seal.
 Commission expires Febr. 14, 1947.

No. 35 : IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

In the Matter of the Estate)
 Of) Fee Book 62, Page 134
 William Stull, Jr., Deceased) File No. 29704

Aug. 5, 1943. Filed verified petition of Janet R. Stull which respectfully shows that William Stull, Jr., departed this life at Hollywood County of Los Angeles State of California on July 10, 1943, leaving no last will and testament, as your petitioner is informed and verily believes; that your petitioner is the widow of the said deceased. That said deceased was at and immediately previous to his death, an inhabitant of said Los Angeles County, California and that he was possessed of real estate in the State of Nebraska of the value of about \$15,000.00 and real estate in foreign states of the value of about \$ and also personal estate to be administered, of the value of about \$500.00 as your petitioner is informed and verily believes.

Further shows that the names, age and residence of the heirs at law of said deceased, and other persons interested in said estate, are as follows:

Janet R. Stull	over 21	Hollywood, Calif.	Wife
William Stull, 3rd	9	" "	Son
Janet Elizabeth Stull	7	" "	Daughter

PRAYS that all persons interested in said estate may be duly notified three weeks prior to the day of hearing, as required by law, and as to this Court may seem proper, to show cause, if any thereby, why administration of said Estate may not be granted to T. Daisy Payne of Omaha, Nebraska.

Aug. 5, 1943. Entered Order that Aug. 30, 1943 at 9:00 A.M. be assigned for hearing said petition, when all persons interested in said matter may appear at said County Court, and show cause why the prayer of the petitioner should not be granted, and that notice of the pendency of said petition, and the hearing thereof be given to all persons interested, to be published in the Daily Record, three weeks successively prior to said day of hearing.

By the Court, Robert R. Troyer, County Judge

Aug. 27, 1943. Filed Proof of Publication verified by Publisher of The Daily Record that the printed notice attached was published in said newspaper for three consecutive weeks, on the same day of each week, beginning on Aug. 6, 1943 and ending on Aug. 27, 1943.

The printed notice recites:

All persons interested in said estate are hereby notified that a petition has been filed in said Court, alleging that said deceased died leaving no last will and praying for administration upon his estate, and that a hearing will be had on said petition before said Court on the 30th day of Aug., 1943, and that if they fail to appear at said Court on the said 30th day of Aug., 1943, at 9:00 A.M. to contest said petition, the Court may grant the same and grant administration of said estate to T. Daisy Payne or some other suitable person and proceed to a settlement thereof.

By the Court, Robert R. Troyer, County Judge

Aug. 30, 1943. Filed verified Affidavit of Janet R. Stull, stating that she is the widow of the above named William Stull Jr., and resides at 524 North Ardmore Ave., Hollywood, Los Angeles County, California.

That William Stull, Jr., departed this life in Los Angeles County, California on July 10, 1943 leaving no last will and testament. At the time of his death and for some time prior thereto he was an inhabitant of said Los Angeles County, California, residing at the address aforesaid.

He died seized of real estate in the State of Nebraska of the value of \$15,000.00 and upwards and personal estate in said County of the value of \$500.00 and upwards.

Said William Stull, Jr., left surviving him as his sole heirs at law the following named persons, all residing at the address aforesaid.

Janet R. Stull, his widow, this affiant

William Stull, 3rd, age 9 years, his son

Janet Elizabeth Stull, age 7 years, his daughter

As widow of said deceased, I duly authorized the law firm of Waldren & Newkirk, Omaha, Nebraska, to execute and file for me and in my name and stead petition for administration of the Estate of said William Stull, Jr., deceased, in the County Court of Douglas County, Nebraska, praying, in said petition, that administration of said Estate be granted to T. Daisy Payne and I ratify all my said attorneys have done in the premises.

Aug. 30, 1943. Filed Application of T. Daisy Payne, Administratrix of the Estate of William Stull, Jr., Deceased, praying the Court for an Order authorizing and directing her as Administratrix of said Estate to pay to the Omaha Building & Loan Association of Omaha, Nebraska, upon a Mortgage against the SE^{1/4} of Sec. 16, Twp. 15, Range 12, East of the 6th P.M., Douglas County, Nebraska, except the County Road, and except the North 400 feet, the South 460 feet, the West 400 feet and the East 433 feet; containing 154 62/100 acres more or less, on which mortgage loan an installment of principal and interest is due and payable on Sept. 1, 1943 in the sum of \$696.00 and the second half of the 1942 taxes levied and assessed against said real estate in the sum of \$122.69 which was delinquent on Aug. 1, 1943.

Aug. 30, 1943. Entered Order that T. Daisy Payne, as Administratrix of this Estate be and hereby is authorized and directed to pay said installment to the Omaha Building & Loan Association of Omaha, Nebraska and also said taxes in the amount of \$122.69 and interest.

Aug. 30, 1943. Entered Order that said T. Daisy Payne be appointed Administratrix of said Estate upon filing a good and sufficient bond in the sum of \$1,000.00 conditioned according to law, and to be approved by this Court, and upon taking the oath required by law, Letters of Administration issue out of, and under the seal of this Court.

Emmett Hannon, Acting County Judge

Aug. 30, 1943. Filed Oath of T. Daisy Payne. Bond filed and approved.

Aug. 30, 1943. Issued Letters of Administration unto T. Daisy Payne.

Aug. 30, 1943. Entered order that three months be allowed for creditors to present their claims against said Estate for adjustment and allowance from Sept. 21, 1943.

That notice be given to the creditors of said Estate to appear before me, at the County Court Room, in said County on the 21st day of Oct., 1943 and on the 21st day of Dec., 1943 at 9:00 A.M. each day, by publication in the Daily Record, three weeks successively, prior to the 21st day of Sept., 1943, for the purpose of presenting their claims for adjustment and allowance.

By the Court, Emmett Hannon, Acting Judge

Sept. 1, 1943. Filed Claim of County Treasurer of Douglas County, Nebraska. (no amount stated)

Sept. 21, 1943. Filed Proof of Publication verified by Publisher of the Daily Record that the printed notice attached was published in said newspaper for three consecutive weeks, on the same day of each week, beginning on Aug. 31, 1943 and ending on Sept. 21, 1943.

The printed notice recites:

Notice is hereby given that the creditors of said deceased will meet the Administratrix of said estate, before the County Judge of Douglas County, Nebraska, at the County Court Room in said County on Oct. 21, 1943 and on Dec. 21, 1943 at 9 o'clock A.M. each day, for the purpose of presenting their claims for examination, adjustment and allowance. Three months are allowed for the creditors to present their claims from the 21st day of Sept., 1943.

Emmett Hannon, Acting County Judge

Nov. 18, 1943. Filed Claim of City of Omaha Fire Department in the amount of \$100.00.

Dec. 20, 1943. Filed Claim of T. Daisy Payne praying that a claim in the amount of \$415.22, being 10% of the net proceeds received from farm property on Dodge St. This claim is in pursuance of a written Power of Attorney dated Apr. 17, 1939 and recorded in the Office of the Register of Deeds Douglas County, Nebraska, on Mar. 6, 1941 in Book 153 of Miscellaneous Records on Page 296.

Dec. 22, 1943. Entered Order that every person having a claim against said estate, not heretofore filed be and hereby is forever barred from recovering such demand, and from setting off the same in any action whatever.

Robert R. Troyer, County Judge

Dec. 27, 1944. Entered Order allowing the claims of T. Daisy Payne in the amount of \$415.22 and of the City of Omaha in the amount of \$100.00.

Jan. 8, 1944. Filed Inventory listing Wm. Stull, Jr., owner of Southeast Quarter of Section 16, Township 15, Range 12, except County Road; and except the North 400 ft., South 400 ft., West 400 ft., East 433 ft., sold, containing 154.62 acres, more or less.

(Also lists other real and personal property)

June 14, 1945. Filed Report of T. Daisy Payne, Administratrix of the above Estate, showing her acts and doings from July 10, 1943 to June 6, 1945.

Receipts	\$7,063.58
Disbursements	6,362.95
Balance Cash on Hand	700.63

June 14, 1945. Filed verified petition of T. Daisy Payne, praying this Court for a final settlement and allowance of such account as filed; and for discharge from her trust, and that for these purposes, a time and place be fixed for examining, settling and allowing such account, and such notice thereof ordered given, as the law may require, and as the Court may deem proper.

June 14, 1945. Entered Order that July 9, 1945 at 9:00 A.M. be assigned for hearing said petition when all persons interested in said matter may appear at said County Court and show cause why the prayer of the petitioner should not be granted, and that notice of the pendency of said petition, and the hearing thereof be given to all persons interested to be published in the Daily Record, three weeks successively prior to said day of hearing.

Robert R. Troyer, County Judge

July 6, 1945. Filed Proof of Publication verified by Publisher of the Daily Record that the printed notice attached was published in said newspaper for three consecutive weeks, on the same day of each week, beginning on June 15, 1945 and ending on July 6, 1945.

The printed notice recites:

All persons interested in said matter are hereby notified that on the 14th day of June, 1945, T. Daisy Payne, filed a petition in said County Court praying that her final administration account filed herein be settled and allowed and that she be discharged from her trust, as Administratrix and that a hearing will be had on said petition before said Court on July 9, 1945 and that if you fail to appear before said Court on the said 9th day of July, 1945 at 9:00 A.M. and contest said petition, the Court may grant the prayer of said petition, enter a decree of heirship and make such other and further orders, allowances and decrees, as to the Court may seem proper, to the end that all matters pertaining to said estate may be finally settled and determined.

Robert R. Troyer, County Judge

July 9, 1945. Filed Receipts of The City of Omaha, Fire Department for \$100.00 in full payment and satisfaction of claim filed against said estate.

July 9, 1945. Entered Decree that all claims allowed against said Estate have been fully paid and satisfied and that said Estate is fully Solvent.

That said deceased left surviving him as his sole and only heirs at law the following:

Janet R. Stull	over 21	wife	Fillmore, California
William Stull, 3rd	11 years	son	" "
Janet Elizabeth Stull	9 years	Daughter	" "

That all court costs herein have been paid.

That there should be paid by the Administratrix to L. R. Newkirk, for his services as her Attorney in said capacity, the sum of \$930.00.

That the Administratrix, by reason of special services rendered by her to this Estate in connection with the management of real estate and farm operation, has earned and should be paid compensation therefore in the sum of \$500.00 (which sum includes her statutory compensation).

That there is not sufficient cash in the hands of the Administratrix with which to pay the amounts aforesaid and that it will be necessary that the same be financed by loans and secured by mortgage against a part of the property and assets of this Estate; and that the closing of this Estate be deferred pending such financing as by law provided.

That this Estate is wholly exempt from inheritance taxes under the laws of the State of Nebraska.

That T. Daisy Payne, Administratrix of this Estate, be and hereby is authorized and directed to obtain mortgage loans of money in an amount which, with the funds now in her hands will be sufficient to make the payments hereinabove found to be due and payable; and, in connection therewith, to provide for the renewal, extension or re-financing by a new mortgage loans of existing mortgage indebtedness against any of the property and assets of this Estate; that she make report to this Court of her acts and doings in the premises; and that, upon the approval of the same by this Court, and upon the return of the property vouchers showing payments as in her report set forth, the Administratrix be discharged and her bond exonerated. The closing of this Estate is hereby deferred pending said financing and payments hereunder.

Robert R. Troyer, County Judge

Aug. 29, 1945. Filed verified Supplemental Report and Account of Administratrix stating that this Administratrix procured a mortgage loan from the Prudential Insurance Company of America in the principal sum of \$8,500.00 bearing interest at the rate of 4% per annum from and after Aug. 24, 1945, secured by mortgage on

The Southeast Quarter of Section 16, Township 15 North, Range 12 East of the 6th P.M., except that part taken for U. S. Public Works Project 20-B, and except the North 400 feet of the South 400 ft. of the West 400 feet of the East 433 feet of the Southeast Quarter of the Southeast Quarter of said Section 16, in Douglas County, Nebraska;

from the proceeds of said mortgage this Administratrix paid off the then existing mortgage indebtedness against said real estate held by Omaha Loan and Building Association of Omaha, Nebraska, as Mortgagee, in the sum of \$7,752.47 as of Aug. 24, 1945, the date of payment thereof, leaving a balance of \$747.53 from said new mortgage loan for the purpose of payment of indebtedness, costs and administration expense of this Estate; all as appears in the statement and account hereinafter set forth.

Cash Receipts in the amount of	\$1,716.78
Disbursements in the amount of	1,571.75
Balance Cash on Hand, paid to Janet R. Stull, as property exempt to her as widow, under Sec. 30-103 (I) Revised Statutes of Nebraska, 1943	145.03

PRAYS the Court that this Report and Account be approved and that she be discharged from her trust as Administratrix and her bond in said capacity exonerated.

Aug. 29, 1945. Filed Receipt of T. Daisy Payne, for fee in the amount of \$500.00 and claim against this estate in the amount of \$415.22.

Aug. 29, 1945. Filed Receipt of L. R. Newkirk for Attorney fees, court costs, abstracting, publication fees, bond premium.

Aug. 30, 1945. Entered Order that said Supplemental Report and Account be, and hereby is, approved and confirmed; that said Executrix be discharged from her trust and her bond exonerated.

Sept. 21, 1945. Filed Statement of County Treasurer of Douglas County, Nebraska, that there are no taxes owing as of Sept. 21, 1945. (Personal)

Oct. 31, 1945. Issued Discharge

Oct. 31, 1945. Filed Receipt of Janet R. Stull for the sum of \$145.03 being the balance on hand in said Estate.

Court costs paid.

No. 36 : IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

In the Matter of the Application)
 Of)
 M. Daisy Payne, Administratrix) Docket 388, No. 12
 of the Estate of William Stull, Jr.)
 Deceased, for Authority to Mortgage)
 Real Estate)

July 20, 1945. Filed verified petition of T. Daisy Payne, showing that she is the duly appointed and acting Administratrix of the Estate of William Stull, Jr., deceased, appointed as such by the County Court of Douglas County, Nebraska, under letters of administration issued by said Court under date of Aug. 30, 1943, which estate is still pending in said Court.

There is not sufficient money or personal property belonging to said Estate which can be sold beneficially to said Estate to realize sufficient money with which to pay or redeem the debts, obligations and mortgage indebtedness of and against said Estate, or with which to pay costs and expenses of administration, as hereinafter more fully set forth, and the best interests of said Estate demand that a new mortgage be made against a part of the real estate owned by decedent at the time of his death and being a part of the property and assets of said Estate, securing a new loan of money with which to pay said obligations, mortgage indebtedness, costs and expenses, as by law provided.

On or about Aug. 27, 1940 said William Stull, Jr., together with his wife, Janet R. Stull, as Mortgagors, executed, acknowledged and delivered to Omaha Loan and Building Association of Omaha, Nebraska, as mortgagee, a certain mortgage against the following described real estate, to-wit:

The Southeast Quarter of Section 16, Township 15 North, Range 12 East of the 6th P.M., except that part taken for U. S. Public Works Project 20-B, and except the North 400 feet of the South 460 feet of the West 400 feet of the East 433 feet of the Southeast Quarter of the Southeast Quarter of said Section 16, all in Douglas County, Nebraska.

Said Mortgage was filed for record and duly recorded on Sept. 9, 1940 in Book 326 at Page 574 of the Mortgage Records in the Office of the Register of Deeds of Douglas County, Nebraska. Said Mortgage was given to secure the payment of a certain loan from said mortgagee to said mortgagors in the principal sum of \$11,600.00. As of Sept. 1, 1945 the unpaid balance of the principal of and accrued interest on said mortgage indebtedness will amount to the sum of \$7,759.98. Said Mortgage indebtedness bears interest at the rate of 5% per annum.

A new mortgage loan against said real estate may now be secured in a principal amount at least equal to \$8,500.00 bearing interest at the rate of 4% per annum and maturing 10 or 15 years after date, as may be agreed upon, and providing for liberal terms or prepayment at the option of the mortgagors. A saving to said Estate and the heirs at law of said deceased may be accomplished by the payment of the outstanding mortgage indebtedness aforesaid from the proceeds of a new mortgage bearing such less rate of interest and containing said liberal privileges for prepayment at the option of the Mortgagors.

In addition to the outstanding mortgage indebtedness above mentioned, the following obligations, costs and expenses of administration are unpaid:

- (a) Attorney's fees of L. R. Newkirk incurred for services rendered this Administratrix of said Estate, in the sum of \$930.00.
- (b) Fees and compensation of this Administratrix fixed and allowed by the County Court of Douglas County, Nebraska, in said administration proceedings, in the sum of \$500.00.

It will be necessary for the Administratrix to expend reasonable costs in connection with the obtaining of a new mortgage loan as aforesaid, including abstract expenses, approximating \$50.00, and Court Costs herein estimated at \$75.00.

The outstanding obligations hereinabove mentioned aggregate the sum of \$9,314.96. It will be necessary, after applying upon said indebtedness the balance of cash remaining in the hands of this Administratrix in her said capacity, to-wit: the approximate amount of \$700.00 to obtain a new mortgage loan in the principal sum of \$8,500.00 with which to pay said outstanding indebtedness.

Said William Stull, Jr., left surviving him as his sole and only heirs at law his widow, Janet R. Stull and two minor children, William Stull III, aged 11 and Janet Elizabeth Stull, aged 9. The Court should appoint a Guardian ad Litem to represent and protect the interests of said minor children herein.

PRAYS that she be authorized, in her said capacity as Administratrix of the Estate of William Stull, Jr., deceased, to mortgage the real estate hereinabove described, property and assets of said Estate, in the principal sum of \$8,500.00 securing a loan in said amount bearing interest of not to exceed the rate of 4%, maturing 10 or 15 years from the date of such loan, as may be agreed upon between the petitioner and the mortgagee, the proceeds of the same to be used and applied in the payment of the obligations, costs and expenses hereinabove described; that a Guardian ad Litem be appointed herein by the Court to protect the interests of said minor heirs at law; that the Court fix a time for hearing upon this petition, said hearing to be held after publication of notice, as provided by law; that upon such hearing the Court grant the relief prayed for in this petition and such other and further relief as to the Court shall be deemed just and equitable.

July 20, 1945. Entered Order that hearing upon said petition be held before this Court, in Court Room Number 8 in the Douglas County Court House, Omaha, Nebraska, on Aug. 15, 1945 at 10:00 A.M.; that notice of the time and place of said hearing, to all persons interested in said Estate of William Stull, Jr., deceased, be published in a legal newspaper in Douglas County, Nebraska, for three successive weeks prior to said hearing, as provided by law; and that Charles Battelle be and hereby is appointed and constituted Guardian ad Litem to represent and protect the interests of said minors, William Stull III, and Janet Elizabeth Stull, minor interested parties herein.

By the Court, Jas. M. Fitzgerald, Judge

July 23, 1945. Filed Answer of Guardian ad Litem praying that these defendants may go hence without day and have and recover their costs.

Aug. 13, 1945. Filed Proof of Publication verified by Publisher of the Daily Record that the printed notice attached was published in said newspaper on July 23, 30 and Aug. 6, and 13, 1945.

The printed notice directed to the heirs at law, creditors and all other persons interested in said Estate recites the allegations and prayer of the petition filed on July 20, 1945 and gives notice that a hearing will be had on this matter before the Court, in Court Room No. 8 Douglas County Court House, Omaha, Nebraska, at 10:00 O'clock A.M. on August 15, 1945 and that if you fail to appear at said time and place and contest said petition the Court may grant the prayer of said petition and enter such other orders in the premises as may to the Court seem proper.

Aug. 17, 1945. Entered Decree that T. Daisy Payne, Administratrix of the Estate of William Stull, Jr., deceased, be and is hereby authorized and directed, in her said capacity, to procure a new loan in the principal sum of \$8,500.00, bearing interest at the rate of not to exceed 4% per annum, maturing 10 or 15 years from the date of such loan as may be agreed upon between Mortgagor and Mortgagee and, to secure said loan, to Mortgage the real estate described as follows, to-wit:

The Southeast Quarter of Section 16, Township 15 North, Range 12 East of the 6th P.M., except that part taken for U. S. Public Works Project 20-2, and except the North 400 feet of the South 400 feet of the West 400 feet of the East 423 feet of the Southeast Quarter of the Southeast Quarter of said Section 16, in Douglas County, Nebraska:

the proceeds of said loan to be used and applied in the payment of the obligations, costs and expenses hereinbefore described, and that the plaintiff pay the costs of these proceedings, including the fee of Charles Battelle, Guardian ad Litem for minor interested parties herein, in the sum of \$25.00.

By the Court, James T. English, Judge

Docket shows received of Plaintiff the sum of \$25.00 on Aug. 17, 1945 for fee of Guardian ad Litem.
Court Costs Paid.

No. 37 : T. Daisy Payne, Administratrix : MORTGAGE
Book 923 : of the Estate of William Stull, : Dated Aug. 17, 1945
Page 673 : Jr., Deceased : Recorded Aug. 22, 1945
: To : Cons: \$8,500.00
: The Prudential Insurance :
: Company of America of :
: Newark, New Jersey :

Mortgages the Southeast Quarter of Section 16, Except that part thereof taken for U. S. Public Highway and except the North 400 feet of the South 460 feet of the West 400 feet of the East 433 feet of the Southeast Quarter of Township 15 North, Range 12, East, in Douglas County, Nebraska.
Free from encumbrances.

To secure the sum of \$8,500.00 on Nov. 1, 1960 with interest thereon payable semi-annually on the first day of May and November from Aug. 17, 1945 until maturity at the rate set forth in and according to the one promissory note of even date herewith.

One witness. Acknowledged Aug. 17, 1945 before Thomas J. Sheenhan, Jr., Notary Public, Douglas County, Nebraska, with seal.
Commission expires Oct. 3, 1950.

No. 38 : Omaha Loan and Building : RELEASE OF MORTGAGE
Book 924 : Association of Omaha, Nebraska : AND ASSIGNMENT OF RENTS
Page 112 : By: J.T. Helgren, Vice Pres. : Dated Aug. 20, 1945
: Attest: L.W. Perkins, Ass't Sec. : Recorded Aug. 24, 1945
: (Corporate Seal) : Cons: Payment of the
: To : Debt
: William Stull, Jr. and :
: Janet Stull, :
: Husband and Wife. :

Releases the Mortgage and Assignment of Rentals made by William Stull, Jr. and Janet R. Stull, Husband and Wife, to said Association on the Southeast Quarter of Section 16, Township 15 North, Range 12 East of the 6th P.M., except that part taken for U. S. Public Works Project 20-E and except the North 400 feet of the South 460 feet of the West 400 feet of the East 433 feet of the Southeast Quarter of the Southeast Quarter of said Section 16, in Douglas County, Nebraska, recorded in Book 926 at Page 574 of the Mortgage Records and Book 148 at Page 371 of the Miscellaneous Records.

One witness. Acknowledged Aug. 20, 1945 by said Officers in due corporate form before A.K. Peterson, Notary Public, Douglas County, Nebraska, with seal.
Commission expires Aug. 6, 1951.

No. 39 : IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA
In the Matter of the Estate)
Of) Fee Book 66, Page 532
Harmon V. Smith, Deceased)

Sept. 12, 1946. Filed verified petition of J.W. McCluskey and Delyle Smith, residents of the City of Los Angeles and the County of Los Angeles and State of California, showing that petitioners are the duly appointed, qualified and acting Executors of the Estate of Harmon V. Smith, Deceased who died testate on Apr. 22, 1946 at Alhambra, Calif.

That said deceased at the time of his death was a resident of the County of Los Angeles and State of California.

That deceased left a last will and codicil which were duly proved, allowed and probated as the last will and codicil of said deceased in the Superior Court of the State of California in and for the County of Los Angeles, on May 17, 1946 and that petitioners have deposited in this Court an authenticated copy of said last will and codicil thereto and of the probate thereof in the Superior Court of the State of California in and for the County of Los Angeles.

That at the time of his death, deceased was the owner of real property in Douglas County, Nebraska, of the value of \$4,000.00 upon which said will operates and that it is necessary that said will be probated in the State of Nebraska.

Further shows that the names of the legatees, devisees and heirs at law of said deceased, are as follows:

Sara Lee Coffin	Grandniece	adult	1034 J. Overbluff Road Spokane, Washington
Maude Smith Maguire	Sister	adult	418 Cleveland Ave. Spokane, Washington
Robert Lee Smith	Brother	adult	Palouse, Washington
R. DeLos Smith	Brother	adult	Hay, Washington
Flora Smith Moore	Sister	adult	418 Cleveland Ave. Spokane, Washington

PPAYS that said persons and all other persons interested in said estate may be notified of the hearing on said petition as required by law, to show cause, if any there be, why said authenticated copy of said last will and Codicil thereto should not be proved, probated and allowed as the last will and Codicil thereto of said deceased, and the execution of said will and administration of said will granted to G.F. Nye, and that such other and further orders and proceedings may be had in the premises as may be required by the Statutes of the State of Nebraska.

Sept. 12, 1946. Entered Order that Oct. 9, 1946 at 9:00 A.M. be assigned for hearing said petition in this court and that notice thereof be published in the Daily Record, as provided by law.

Robert R. Troyer, County Judge

Oct. 5, 1946. Filed Proof of Publication verified by Manager of the Daily Record that the printed notice attached was published in said newspaper for three consecutive weeks on the same day of each week, beginning on Sept. 14, 1946 and ending on Oct. 5, 1946.

The printed notice recites:

Notice is hereby given that an authenticated copy of the last will and codicil thereto of the above named deceased has been filed with a petition for its probate and for granting administration of said Estate to G.F. Nye or some other suitable person.

Hearing will be had thereon in this Court at 9:00 A.M. on Oct. 9, 1946 at which time and place you may appear and contest the same.

Oct. 9, 1946. Entered Decree that said instruments be filed, approved, allowed, probated and established and have full force and effect as the last will and codicil of Harmon V. Smith, deceased.

That the execution of said will and codicil be committed and the administration of the Estate of said deceased be granted to G.F. Nye, Administrator with will annexed, the Executors in said will named, being non-residents of the State of Nebraska, who is ordered to give bond as provided by law in the sum of \$100.00 with sufficient sureties as provided by law and upon the same being duly approved and filed and the proper oath being taken that Letters of Administration with will Annexed issue in the premises.

That the proper certificate of probate, duly signed by the County Judge and authenticated by the seal of the office, be attached to said last will and testament and codicil thereto and the probate thereof which copies and certificate of probate are as follows, to-wit:

LAST WILL AND TESTAMENT OF HARMON V. SMITH

First: I direct that all my just debts and the expenses of my last illness and funeral expenses be paid as soon after my demise as can conveniently be done.

Second: I declare that I am a Widower and that I have no children. Items three, four and five bequeaths personal property.

Sixth: all the rest and residue of my property of whatsoever character, I give, devise and bequeath to my brothers, Robert Lee Smith R. DeLos Smith and my sisters Flora Smith Moore and Maude Smith Maguire, share and share alike.

Seven: Pertains to Burial.

Eight: I nominate and appoint J. W. McCluskey of Alhambra, Calif. and Dekyle Smith, as joint Executors of my last will and testament, with bond.

Two witnesses.

(signed) Harmon V. Smith

Attached thereto is codicil pertaining to personal property.

Attached is Certificate of Robert R. Troyer, County Judge of Douglas County, Nebraska, with seal, certifying that on Oct. 9, 1946 the foregoing instrument purporting to be the last will and testament and codicil thereof of the said Harmon V. Smith, deceased was deposited in this Court on Sept. 12, 1946, was duly proved, approved, probated and allowed as the last will and testament and codicil of Harmon V. Smith, deceased and the same was ordered to be filed and recorded in the Records of the County Court aforesaid.

Nov. 25, 1946. Filed Inventory listing The South 3/4ths of the Southeast Quarter of the Northeast Quarter and the East 2/3rds of the South 3/4ths of the Southwest Quarter of the Northeast Quarter of Section 16, Township 15, North Range 12, East of the 6th P.M., in Douglas County, Nebraska. Value \$10,000.00

Oct. 11, 1946. Filed Oath of G.F. Nye.

Nov. 25, 1946. Bond filed and approved.

Nov. 25, 1946. Issued Letters of Administration unto G.F. Nye.

Nov. 25, 1946. Entered Order that three months be allowed for creditors to present their claims against said estate for adjustment and allowance from Dec. 19, 1946.

That notice be given to the creditors of said Estate to appear before me, at the County Court Room in said County on Jan. 20, 1947 and on the 20th day of March, 1947 at 9:00 A.M. each day, by publication in the Daily Record, a newspaper printed in said County, three weeks successively, prior to the 19th day of Dec., 1946 for the purpose of presenting their claims for adjustment and allowance.

Robert R. Troyer, County Judge

Dec. 18, 1946. Filed Proof of Publication verified by Manager of the Daily Record that the printed notice attached was published in said newspaper for three consecutive weeks, on the same day of each week, beginning on Nov. 27, 1946 and ending on Dec. 18, 1946.

The printed notice recites:

Notice is hereby given that the creditors of said deceased will meet the Administrator with will annexed of said estate, before me, County Judge of Douglas County, Nebraska, at the County Court Room in said County on Jan. 20, 1947 and on March 20, 1947 at 9:00 A.M. each day, for the purpose of presenting their claims for examination, adjustment and allowance. Three months are allowed for the creditors to present their claims from Dec. 19, 1946.

Robert R. Troyer, County Judge

Jan. 23, 1947. Filed Claim of County Treasurer of Douglas County, Nebraska, giving no amount.

Apr. 9, 1947. Filed Report of Administrator showing his acts and doings from Oct. 9, 1946 to Apr. 9, 1947.

Receipts None
Disbursements None

Apr. 9, 1947. Filed verified petition of Administrator praying this court for a final settlement and allowance of such account as filed and for discharge from his trust, and that for these purposes, a time and place be fixed for examining, settling and allowing such account and such notice thereof ordered given as the law may require and as the Court may deem proper.

Apr. 9, 1947. Entered Order that May 5, 1947 at 9:00 A.M. be assigned for hearing said petition when all persons interested in said matter may appear at said County Court and show cause why the prayer of the petitioner should not be granted, and that notice of the pendency of said petition and the hearing thereof be given to all persons interested to be published in the Daily Record, three weeks successively prior to said day of hearing.

Robert R. Troyer, County Judge

May 2, 1947. Filed Proof of Publication verified by Manager of the Daily Record that the printed notice attached was published in said newspaper for three consecutive weeks, on the same day of each week, beginning on Apr. 11, 1947 and ending on May 2, 1947.

The printed notice directed to all persons interested in said matter recites the allegation and prayer of petition filed herein on Apr. 9, 1947 and gives notice that hearing will be had on said petition before said Court on May 5, 1947 and that if you fail to appear before said Court on the said May 5, 1947 at 9:00 A.M. and contest the said petition, the Court may grant the prayer of said petition, enter a decree of heirship and make such other and further orders, allowances and decrees as to this court may seem proper, to the end that all matters pertaining to said estate may be finally settled and determined.

Robert R. Troyer, County Judge

May 5, 1947. Entered Order that further hearing in said matter be and the same hereby is continued to May 7, 1947 at 9:00 A.M.

Robert R. Troyer, County Judge

May 7, 1947. Entered Decree that no claims were filed by creditors of said estate and that all claims against said estate are, by law, forever barred.

That Harmon V. Smith died seized of the following described real estate situate in Douglas County, Nebraska, to-wit:

The South 3/4 of the Southeast Quarter of the Northeast Quarter and the East 2/3 of the South 3/4 of the Southeast Quarter of the Northeast Quarter of Section 16, Township 15 North, Range 12, East of the 6th P.M.

That said estate is not subject to the payment of any state inheritance taxes.

That said final administration account is settled, allowed and approved as filed.

That the administrator with the will annexed pay the said costs of probate herein taxed at \$39.75.

That title to all real property owned by Harmon V. Smith at the time of his death and situate in Douglas County, Nebraska, passed in equal shares and as tenants in common to the following devisees named in his will:

Maude Smith Macuire
Robert Lee Smith
R. DeLos Smith
Flora Smith Moore

That upon payment of said costs of administration, G. F. Nye, Administrator with will annexed of the Estate of Harmon V. Smith, deceased, be discharged.

By the Court, Robert R. Troyer, County Judge

July 25, 1947. Filed Receipt of Ruth Lear Hedders for the sum of \$500.00 per third paragraph of the will of Harmon V. Smith, deceased.

July 25, 1947. Filed Receipt of Virginia Maguire Coffin, Mother of Sara Lee Coffin, a minor and also trustee and guardian of her estate for the sum of \$2,000.00 as her specific bequest in the fourth paragraph of the will of Harmon V. Smith, deceased.

Sept. 15, 1949. Filed Receipt of G. F. Nye, acknowledging full payment of Administrator and Attorney fees in the above entitled estate.

Sept. 15, 1949. Issued Discharge.

Costs paid.

No. 40	:	R. DeLos Smith and	:	WARRANTY DEED
Book 812	:	Alecia D. Smith, His Wife	:	Dated May 31, 1947
Page 365	:	Robert Lee Smith and	:	Recorded July 16, 1947
	:	Pearl Smith, His wife	:	Cons: \$1.00 & other
	:	Flora Smith Moore, Widow	:	valuable.
	:	Maude Smith Maguire and	:	
	:	Charles V. Maguire,	:	
	:	Her Husband	:	
	:	To	:	
	:	Frederick H. Bucholz and	:	
	:	Naomi T. Pucholz,	:	
	:	Husband and Wife, as Joint	:	
	:	Tenants and Not as Tenants	:	
	:	in Common.	:	

Conveys the South three quarters of the Southeast Quarter of the Northeast Quarter of Section 16, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebraska; and other property.

One witness. Acknowledged June 17, 1947 by R. DeLos Smith and Alecia D. Smith, husband and wife, before Harold W. Coffin, Notary Public, State of Washington, with seal. Commission expires May 9, 1949.

Acknowledged July 2, 1947 by Robert Lee Smith and Pearl Smith, husband and wife, before Harold W. Coffin, Notary Public, State of Washington, with seal. Commission expires May 9, 1949.

Acknowledged July 7, 1947, by Maude Smith Maguire and Charles V. Maguire, wife and husband, before Harold W. Coffin, Notary Public, State of Washington, with seal. Commission expires May 9, 1949.

Acknowledged June 30, 1947 by Flora Smith Moore, Widow before Harold W. Coffin, Notary Public, State of Washington, with seal. Commission expires May 9, 1949.

No. 41 : IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

In the Matter of the Application)
of)
Janet Stull, Guardian of the)
Estate of Janet Elizabeth Stull,)
William Stull, III, Minors for)
Leave to Sell Real Estate)

Fee Book 408, Page 151

Aug. 28, 1947. Filed verified petition of Janet Stull, showing that on Febr. 3, 1947, letters of guardianship out of and under the seal of the Superior Court of the State of California in and for Ventura County, were issued to her upon the Estates of Janet Elizabeth Stull and William Stull, III, minors being the children of your petitioner.

That said minors are the equal owners of an undivided 2/3 interest in and to all of the Southeast Quarter of Section 16, Township 15, North Range 12, East of the 6th P.M., except the North 400 feet of the South 460 feet of the West 400 feet of the East 433 feet, in Douglas County, Nebraska.

PRAYS that she may be granted a license in accordance with the statute in such cases made and provided to sell the said real estate belonging to said minors, or so much thereof as may be deemed advisable, and that she may have such other and further relief as to the Court may seem just and equitable.

Attached thereto is certified copy of Letters of Guardianship issued unto Janet Stull.

Aug. 28, 1947. Entered Order that the next of kin of said minors and all persons interested in their estate appear before the District Court of Douglas County, Nebraska, in Court Room No. 8 in the Douglas County Court House, in the City of Omaha, Nebraska, on Sept. 30, 1947 at 9:00 A.M. to show cause, if any there be, why a license should not be granted to Janet Stull, guardian, to sell said minors' right, title and interest in and to said real estate in accordance with the prayer of said petition.

That a copy of this order be published once each week for three successive weeks in The Daily Record.

Jackson B. Chase, Judge

Sept. 23, 1947. Filed Proof of Publication duly verified by Manager that the printed notice attached was published in the Daily Record for three consecutive weeks, on the same day of each week, beginning on Aug. 30, 1947 and ending on Sept. 20, 1947.

Attached thereto is printed copy of order entered in this matter on Aug. 28, 1947.

Oct. 3, 1947. Entered Order that Janet Stull, as Guardian aforesaid be and she hereby is licensed and authorized to sell according to law for cash, the following described real estate situated in Douglas County, Nebraska:

The undivided 2/3rds interest of said minors in and to: The North 330 feet of the Southeast Quarter of Section 16, in Township 15 North, Range 12, East of the 6th P.M., except the North 400 feet of the South 460 feet of the West 400 feet of the East 433 feet, in Douglas County, Nebraska; and other property.

for the purpose of putting the proceeds thereof out at interest, or investing such proceeds in some productive stock.

That before making such sale, said Guardian shall take and file the oath, give the notice and furnish the bond required by law, such bond to be in the sum of \$5,000.00.

Jackson B. Chase, Judge

Oct. 20, 1947. Filed Oath. Bond in the amount of \$5,000.00 filed and approved.

Nov. 4, 1947. Filed Proof of Publication duly verified by Manager that the printed notice attached was published in the Daily Record for three consecutive weeks, on the same day of each week, beginning on Oct. 9, 1947 and ending Oct. 30, 1947.

Attached is printed notice wherein the Guardian states that she will sell the undivided two-thirds interest of said minors in and to the North 330 feet of the Southeast Quarter of Section 16, in Township

15 North, Range 12, East of the 6th P.M., except the North 400 feet of the South 460 feet of the West 400 feet of the East 433 feet, in Douglas County, Nebraska, as surveyed, platted and recorded; and other property at public vendue at the East Front Door of the Douglas County Court House in the City of Omaha, Nebraska, on Nov. 4, 1947 at 10:00 A.M. to the highest bidder for cash. Said sale will be held open for one hour.

Nov. 18, 1947. Filed Return of Guardian to Order of sale showing that at the time and place stated in the notice, she offered said real estate for sale at public auction to the highest bidder for cash, kept said sale open for one hour and sold the same as follows:

The North 330 feet of the Southeast Quarter of Section 16 in Township 15 North, Range 12, East of the 6th P.M., except the North 400 feet of the South 460 feet of the West 400 feet of the East 433 feet in Douglas County, Nebraska, for the sum of \$4,600.07, to Frederick H. Bucholz and Naomi T. Bucholz, husband and wife, as joint tenants and not as tenants in common, they being the highest bidders therefore.

(Also lists other property sold at other amounts)

Nov. 18, 1947. Filed Motion of Guardian moving the Court that said sale be confirmed and that said Guardian be empowered and directed to make, execute and deliver to the above named purchasers at said sale deeds for the aforementioned tracts respectively purchased by them.

Nov. 26, 1947. Entered Order wherein the Court finds that one of the portions which said Guardian was licensed to sell was the North 330 feet of the Southeast Quarter of Section 16, Township 15 North, Range 12, East of the 6th P.M., except the North 400 feet of the South 460 feet of the West 400 feet of the East 433 feet, in Douglas County, Nebraska: that notwithstanding the intention of the Guardian, that said description should cover and described the entire North 330 feet of said Southeast Quarter, said description was and is likely to be construed and interpreted as excepting from said North 330 feet of the aforementioned North 400 feet of the South 460 feet of the West 400 feet of the East 433 feet: and that by reason of such possible misconstruction and misinterpretation and the ambiguity resulting therefrom, said sale of said North 330 feet to the aforementioned Frederick H. Bucholz and Naomi T. Bucholz, husband and wife, should be set aside and a new sale authorized.

It is therefore, considered, ordered and adjudged by the Court that Janet Stull, as Guardian herein, be and she is hereby licensed and authorized to sell, according to law, for cash the following described real estate:

The undivided two-thirds interest of said minors in and to:

The North 330 feet of the Southeast Quarter of Section 16, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebraska,

for the purpose of putting the proceeds thereof out at interest, or investing such proceeds in some productive stock.

That the oath and bond heretofore filed herein by said Guardian shall be amended instanter by deleting therefrom the words, "Except the North 400 feet of the South 460 feet of the West 400 feet of the East 433 feet" appearing therein in conjunction with the description of said North 330 feet, and that said amended oath and bond shall stand and be in all respects valid and effective for the purposes of the resale hereby authorized.

That this order shall not in any way affect or impair the sale heretofore made herein of another portion of said minors' real estate.

(We omit subsequent proceedings not affecting the title to property under search herein)

Dec. 20, 1947. Filed Proof of Publication duly verified by Manager that the printed notice attached was published in the Daily Record for three consecutive weeks, on the same day of each week, beginning on Nov. 28, 1947 and ending on Dec. 19, 1947.

The printed notice recites:

Notice is hereby given that pursuant to an order of the District Court of Douglas County, Nebraska, in the matter of the application of Janet Stull, Guardian of the Estates of Janet Elizabeth Stull and William Stull, III, minors, entered on Nov. 26, 1947, authorizing and directing the sale of the real estate hereinafter described, there will be sold at the East Front Door of the Douglas County Court House in the City of Omaha Nebraska: on Dec. 20, 1947 at 10:00 A.M. at public vendue to the highest bidder for cash, the following described real estate:

The undivided two-thirds interest of said minors, in and to
The North 330 feet of the Southeast Quarter of Section 16,
Township 15 North, Range 12, East of the 6th P.M., Douglas
County, Nebraska.

Said sale will be held open for one hour.

Janet Stull, Guardian of the Estates of
Janet Elizabeth Stull and William
Stull, III, Minors

Dec. 26, 1947. Filed Motion of Guardian showing that pursuant to the order entered herein on Oct. 3, 1947, authorizing and directing her to sell, according to law for cash, the undivided two-thirds interest of said minors in and to the North 330 feet of the Southeast Quarter of Section 16, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebraska, and in conformity with the order entered herein on Nov. 25, 1947, said Guardian did, on Dec. 20, 1947 duly sell said real estate for the sum of \$4,666.67 to Frederick W. Bucholz and Naomi T. Bucholz, husband and wife, as joint tenants and not as tenants in common, they being the biggest bidder therefore.

Moves the Court that said sale be confirmed and that said Guardian be empowered and directed to make, execute and deliver to the above named purchasers at said sale a deed for the aforementioned real estate by them.

Dec. 27, 1947. Filed Return of Guardian showing that at the time and place stated in the notice filed herein on Dec. 20, 1947, she offered the undivided two-thirds interest in said minors in and to the North 330 feet of the Southeast Quarter of Section 16, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebraska, for sale at public auction to the highest bidder for cash, kept said sale open for one hour, and sold said real estate for the sum of \$4,666.67 to Frederick W. Bucholz and Naomi T. Bucholz, husband and wife, as joint tenants and not as tenants in common, with right of survivorship, they being the highest bidders for cash.

Dec. 29, 1947. Entered Order that the sale heretofore had on the undivided two-thirds interest of said minors in and to the North 330 feet of the Southeast Quarter of Section 16, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebraska, be and hereby is, confirmed and that said Guardian be, and she hereby is empowered and directed to make, execute and deliver to said Frederick W. Bucholz and Naomi T. Bucholz husband and wife, a deed conveying said real estate to them, as joint tenants and not as tenants in common, said deed to be in manner and form as provided by law.

Jackson B. Chase, Judge

Costs Paid.

No. 42 : The Prudential Insurance Company : DEED OF PARTIAL
 Book 989 : of America (Corporate Seal) : RELEASE
 Page 105 : By J. A. Amerman, Vice Pres. : Dated Jan. 6, 1948
 : Attest: G. H. Bostock, Asst. Sec. : Filed Jan. 21, 1948
 : : to : Cons: \$1.00
 : T. Daisy Payne, Administratrix of the5 :
 : Estate of William Stull, Jr., Dec'd. :

Whereas T. Daisy Payne, Administratrix of the Estate of William Stull, Jr., Deceased, executed a certain mortgage unto The Prudential Insurance Company of America of Newark, New Jersey, dated Aug. 17, 1945 to secure the payment of a note of even date with said mortgage in the sum of \$8,500.00 recorded in Douglas County, Nebraska Mortgage Records in Book 923 at Page 673 and in consideration of the sum of \$1.00 the receipt whereof is hereby acknowledged has remised, released and quit claimed and by these presents does remise, release and quit claim unto the said T. Daisy Payne, Administratrix and the Estate of William Stull, Jr., their successors and assigns the North 330 feet of the Southeast Quarter of Section 16, Township 15 North Range 12 East of the 6th P.M. in Douglas County, Nebraska.

Nothing herein contained shall in any wise affect, alter or diminish the lien or encumbrance of the aforesaid mortgage on the remaining part of said real estate described in said mortgage.

Two witnesses. Acknowledged January 6, 1968 by said Officers in due form before J. B. Lone, Notary Public, with seal, Essex County, New Jersey. Commission expires January 25, 1948.

No. 43 : Janet R. Stull, Widow : WARRANTY DEED
 Book 827 : to : Dated Jan. 24, 1948
 Page 184 : Frederick H. Bucholz and Naomi T. : Filed Feb. 4, 1948
 : Bucholz, husband and wife, as Joint : Cons: \$1.00 & other
 : Tenants and not as tenants in common :

Conveys and undivided 1/3 interest in and to the North 330 feet of the Southeast Quarter of Section 16 Township 15 North Range 12 East of the 6th P.M., in Douglas County, Nebraska.

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.

One witness. Acknowledged January 24, 1948 before Arthur W. Taylor, Notary Public, with seal, Ventura County, California. Commission expires July 10, 1951.

No. 44 : Janet Stull, Guardian of the Estate : GUARDIAN'S DEED
 Book 827 : of Janet Elizabeth Stull and William : Dated Dec. 30, 1947
 Page 187 : Stull, III : Filed Feb. 4, 1948
 : : to : Cons: Premises and
 : Frederick H. Bucholz and Naomi T. : \$4,666.67
 : Bucholz, as Joint Tenants and Not as :
 : tenants in common :

Conveys the undivided 2/3rd interest of said minors in and to the North 330 feet of the Southeast Quarter of Section 16, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska.

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.

Executed by virtue of the powers vested in Order of Court.

No witness. Acknowledged Dec. 30, 1947 before Arthur W. Taylor, Notary Public, Ventura County, California, with seal.
Commission expires _____

No. 45	:	The Prudential Insurance	:	RELEASE OF MORTGAGE
Pook 998	:	Company of America	:	Dated June 8, 1948
Page 650	:	By: J. A. Amerman, Vice Pres.	:	Recorded June 15, 1948
	:	Attest: G. H. Bostock, Asst. Sec.	:	Cons: Payment
	:	(Corporate Seal)	:	
	:	To	:	
	:	T. Daisy Payne, Administratrix	:	
	:	of the Estate of William Stull,	:	
	:	Jr., Deceased.	:	

Releases the Mortgage made by T. Daisy Payne, Administratrix of the Estate of William Stull, Jr., Deceased, to The Prudential Insurance Company of America on Aug. 17, 1945 and recorded in Pook 923 of Mortgages on Page 673, Douglas County, Nebraska.

One witness. Acknowledged June 8, 1948 by said Vice President in due corporate form before L. E. Siedler, Notary Public, State of New Jersey, with seal.

Commission expires Jan. 13, 1952.

No. 46	Leo A. Waxenberg, Trustee	:	PROTECTIVE COVENANT
Misc. 359	John A. Wiebe.	:	AGREEMENT.
Page 291	Westroads, Inc.	:	Dated Oct. 3, 1960.
	By John A. Wiebe, Pres.	:	Filed Oct. 21, 1960.
	W. W. Wenstrand, Sec.	:	
	to	:	
	Whom it may concern.	:	

KNOW ALL MEN BY THESE PRESENTS:

1. Parties

The parties to this agreement are Leo A. Waxenberg, Trustee, hereafter called Waxenberg, party of the first part and John A. Wiebe, an individual, hereafter called Wiebe, and Westroads, Inc., a Nebraska corporation, parties of the second part. The covenants herein made by Wiebe and Westroads, Inc., shall also be for the use and benefit of City of Omaha, the municipal corporation, and of the owners in fee of land immediately adjacent to and adjoining the land which is the subject of this agreement and later herein is legally described and identified as Tract 1, specifically including Frederick H. Bucholz, Naomi Towle Bucholz, Carl A. Falk, Gladys M. Falk, their heirs, successors and assigns.

2. Subject of Agreement

The subject of this agreement is a tract of land located near 102d and Dodge Street Highway in Douglas County, Nebraska, identified in this agreement as Tract 1 and legally described in sub-paragraph "a" of this paragraph. One portion of Tract 1, legally described in sub-paragraph "b" of this paragraph, will be identified as Tract 2 and another portion of Tract 1 legally described in sub-paragraph "c" of this paragraph will be identified as Tract 3, as follows:

a. Tract 1 -

All of the Southeast Quarter (SE $\frac{1}{4}$) of Section Sixteen (16) in Township Fifteen (15) North Range Twelve (12) East of the 6th P.M., except (a) the North 330 feet thereof, (b) that portion of said Southeast Quarter (SE $\frac{1}{4}$) described as follows: Beginning at a point on the South line of said Section 583 feet West of the Southeast corner of said section; thence North along a line 583 feet West of and parallel to the East line of said section for a distance of 2309.6 feet; thence Easterly along a straight line for a distance of 583 feet to a point on the East line of said section, 2308 feet North of the Southeast corner of said section; thence South along the East line of said section to the Southeast corner thereof thence West along the South line of said section for a distance of 583 feet to a point of beginning, and (c) that portion thereof being taken by the State of Nebraska for highway purposes, containing 103 acres more or less:

b. Tract 2 -

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 16, Township 15 North Range 12 East of the 6th Principal Meridian, Douglas County, Nebraska, more particularly described as follows:

Beginning at a point, said point being 996.00 feet North and 406.00 feet East of the South quarter corner of Section 16; thence North $44^{\circ}-51'-24''$ East a distance of 406.00 feet to a point; thence North $45^{\circ}-08'-36''$ West a distance of 208.00 feet to a point; thence North $44^{\circ}-51'-24''$ East a distance of 203.00 feet to a point; thence South $45^{\circ}-08'-36''$ East a distance of 208.00 feet to a point; thence North $44^{\circ}-51'-24''$ East a distance of 406.00 feet to a point; thence South $45^{\circ}-08'-36''$ East a distance of 390.00 feet to a point; thence South $44^{\circ}-51'-24''$ West a distance of 551.00 feet to a point; thence South $45^{\circ}-08'-36''$ East a distance of 225.00 feet to a point; thence South $44^{\circ}-51'-24''$ West a distance of 232.00 feet to a point; thence North $45^{\circ}-08'-36''$ West a distance of 225.00 feet to a point; thence South $44^{\circ}-51'-24''$ West a distance of 232.00 feet to a point; thence North $45^{\circ}-08'-36''$ West a distance of 390.00 feet to a point of beginning and containing 11.2 acres more or less;

c. Tract 3 -

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 16, Township 15 North, Range 12 East of 6th Principal Meridian, Douglas County, Nebraska, more particularly described as follows:

Beginning at a point, said point being 710.70 feet North and 112.00 feet East of the South Quarter corner of Section 16; thence North $0^{\circ}-00'-15''$ East and parallel to the West line of the Southeast Quarter (SE $\frac{1}{4}$) of Section 16 a distance of 1094.57 feet to a point; thence Northeasterly along a curve to the right, said curve having a radius of 200.00 feet a distance of 313.64 to a point; thence North $89^{\circ}-51'-24''$ East a distance of 1239.50 feet to point; thence Southeasterly along a curve to the right said curve having a radius of 200.00 feet, a distance of 314.12 feet to a point; thence South $0^{\circ}-02'-15''$ East a distance of 724.59 feet to a point; thence Southwesterly along a curve to the right: said curve having a radius of 640.00 feet, a distance of 857.24 feet to a point; thence South $76^{\circ}-35'-24''$ West a distance of 420.66 feet to a point; thence Southwesterly along a curve to the right said curve having a radius of 1900.00 feet, a distance of 444.93 feet to a point; thence Northwesterly along a curve to the right, said curve

having a radius of 300.00 feet, a distance of 471.24 feet to a point: thence North $0^{\circ}-00'-15''$ East a distance of 100.00 feet to the point of beginning and containing 58.5 acres more or less, excluding the tract of land hereinafter described;

Beginning at a point, said point being 996.00 feet North and 460.00 feet East of the South quarter corner of Section 16: thence North $44^{\circ}-51'-24''$ East a distance of 406.00 feet to a point; thence North $45^{\circ}-08'-36''$ West a distance of 208 feet to a point; thence North $44^{\circ}-51'-24''$ East a distance of 203.00 feet to a point; thence South $45^{\circ}-08'-36''$ East a distance of 208.00 feet to a point; thence North $44^{\circ}-51'-24''$ East a distance of 406.00 feet to a point; thence South $45^{\circ}-08'-36''$ East a distance of 390.00 feet to a point; thence South $44^{\circ}-51'-24''$ West a distance of 551.00 feet to a point; thence South $45^{\circ}-08'-36''$ East a distance of 225.00 feet to a point; thence South $44^{\circ}-51'-24''$ West a distance of 232.00 feet to a point; thence North $45^{\circ}-08'-36''$ West a distance of 225.00 feet to a point; thence South $44^{\circ}-51'-24''$ West a distance of 232.00 feet to a point; thence North $45^{\circ}-08'-36''$ West a distance of 390.00 feet to the point of beginning and containing 11.2 acres more or less;

3. Explanatory Provision

Waxenberg, as trustee, is the owner in fee of Tract 1. He entered into a land option purchase agreement to sell it to Wiebe, on May 23, 1959. Wiebe assigned the agreement to Westroads, Inc., on August 10, 1959, but remained a party to it as to Waxenberg, not having been released from obligation by Waxenberg. The agreement is not conditioned upon rezoning the tract or any part of it.

Tract 1 is zoned 2nd Residence. Wiebe and Westroads petitioned the City of Omaha to rezone Tract 2 from the 2d Residence District to 1st Commercial and to rezone Tract 3 from the 2d Residence District to a P-1 Parking Lot District. To secure the requested rezoning they represented to Waxenberg, City of Omaha, and the owners of land adjacent to and adjoining Tract 1 that the rezoning was for the purpose of permitting Westroads, Inc. to develop a regional shopping center with parking on Tract 2 and Tract 3; that grade-separated access would be provided without cost to City of Omaha to eliminate left turns across Dodge Street by vehicular traffic moving into and out from the regional shopping center; and, that the remainder of Tract 1 would remain zoned 2d Residence to constitute a buffer zone of at least 300 feet to separate the residential land outside of, adjacent to and adjoining Tract 1 on the north and east from Tract 3.

On July 5, 1960, the City Council of City of Omaha, by resolution, directed the preparation of ordinances to accomplish the rezoning of Tract 2 and Tract 3 and further resolved that covenants be submitted to City of Omaha to insure representations by Wiebe and Westroads, Inc., as recited above, would be fulfilled.

4. Consideration

The covenants herein made are in consideration of the sum of One Dollar paid to Wiebe and Westroads, Inc., by Waxenberg, the receipt of which is acknowledged; in further consideration of the land purchase option agreement between Waxenberg and Wiebe, dated May 23, 1959, and the assignment from Wiebe to Westroads, Inc.; in consideration of the mutual covenants herein undertaken; and in consideration of the fulfillment of the representations made by Wiebe and Westroads, Inc., as recited above.

5. Covenants

Wiebe and Westroads, Inc., hereby covenant and agree with Waxenberg for the use and benefit of Waxenberg, City of Omaha, the municipal corporation, and the owners in fee of land immediately adjacent and adjoining Tract 1, specifically including Frederick H. Bucholz, Naomi Towle Bucholz, Carl A. Falk, Gladys M. Falk, their heirs, successors and assigns, as follows:

a. The covenants hereafter set forth shall commence on the effective date of the ordinances zoning Tract 2 a 1st Commercial District and zoning Tract 3 a P-1 Parking Lot District as defined by zoning ordinances of City of Omaha, and shall remain in force for a period of ten years from and after the date the shopping center, as hereinafter defined, is opened to the public for the conduct of business, and shall run with the land.

b. The covenants applicable to the tracts of land as herein specified shall be set forth by Waxenberg in the deed or deeds or other instrument transferring title or possession or use or enjoyment of the land to which they apply or any part of it from Waxenberg to Wiebe, or to Westroads, Inc., or to their successors or assigns.

c. Construction on Tract 2 shall be limited to an integrated regional shopping center which is defined to be a collection of lawful shopping and service retail business enterprises including one or more department stores. Construction of the shopping center structure shall be commenced within five years from and after the effective date of these covenants as recited in paragraph 5a or within five years following the termination of any litigation whatsoever challenging the legality or validity of the rezoning of Tracts 2 and/or 3, or these covenants or the subject matter of this Protective Covenant Agreement, or preventing construction of the shopping center, whichever is the later.

d. Construction on Tract 3 shall be limited to the parking areas, planting areas, landscaped areas and sidewalks authorized in a P-1 Parking Lot District by applicable zoning ordinances of City of Omaha.

e. The regional shopping center to be constructed on Tract 1 may not be opened to the public for the conduct of the business of the shopping center unless and until a traffic grade-separated access approved by the Department of Roads of the State of Nebraska has been constructed without cost to City of Omaha to carry vehicular traffic from the Dodge Street Highway to and from Tract 2 and Tract 3 in such a manner as to eliminate the necessity for left turns across the surface of the said Dodge Street Highway.

f. Tract 1, excluding therefrom all of the land included in Tract 2 and Tract 3, shall be sub-divided and platted into the residence lots and necessary or desirable streets, boulevards, and avenues authorized in a 2d Residence District by applicable ordinances of City of Omaha in force and effect on July 5, 1960. Vacant lots and areas dedicated for streets, boulevards and avenues not constructed or in process of construction shall be landscaped in grass, shrubs and trees which shall be maintained neatly.

g. In the event title or possession or use or enjoyment of Tract 1 is not transferred by deed or otherwise to Wiebe or Westroads, Inc., or in the event of breach of the foregoing covenants applicable to Tract 2 or Tract 3, upon the application of Waxenberg or City of Omaha or of any owner in fee of the residential land outside of, adjacent to and adjoining Tract 1 as above herein described, City of Omaha may proceed to rezone Tract 2 and Tract 3 to 2d Residence Zoning, but such rezoning shall be without prejudice to the right of Waxenberg or any subsequent owner to apply for rezoning according to law.

The foregoing covenants shall be binding upon the successors and assigns of the parties.

No witness. Acknowledged October 3, 1960 by Leo Waxenberg, Trustee before Walter E. Abrahams, Notary Public with seal, Douglas County, Nebraska.

Commission expires March 4, 1964.

No witness. Acknowledged October 4, 1960 by John A. Wiebe before Robert W. Lamm, Notary Public with seal, Douglas County, Nebraska.

Commission expires July 2, 1965.

No witness. Acknowledged October 4, 1960 by John A. Wiebe and W. W. Venstrand, President and Secretary, respectively of Westroads, Inc. in due form for said corporation before Robert W. Lamm, Notary Public with seal, Douglas County, Nebraska.

Commission expires July 2, 1965.

No. 47	:	Frederick H. Bucholz, also	:	WARRANTY DEED
Book 1274	:	known as F. H. Bucholz, and	:	Dated Dec. 29, 1965
Page 431	:	Naomi T. Bucholz,	:	Recorded Dec. 30, 1965
	:	Husband and Wife,	:	Cons: \$1.00 & other
	:	To	:	valuable
	:	The Omaha National Bank,	:	
	:	Trustee	:	

Conveys an undivided 2.4 per cent interest in and to the following described real estate: The North Half of the North Half of the Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of the Northeast Quarter and the South Half of the North Half of the Southeast Quarter of the Northeast Quarter, all in Section 16, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebr., containing 40 acres, more or less.

No witness. Acknowledged Dec. 29, 1965 before Charles A. Schorr, Notary Public, Douglas County, Nebraska, with seal.

Commission expires Apr. 18, 1967.

No. 48	:	Frederick H. Bucholz, also	:	WARRANTY DEED
Book 1274	:	known as F. H. Bucholz, and	:	Dated Dec. 29, 1965
Page 433	:	Naomi T. Bucholz,	:	Recorded Dec. 30, 1965
	:	Husband and Wife,	:	Cons: \$1.00 & other
	:	To	:	valuable
	:	The Omaha National Bank,	:	
	:	Trustee	:	

Conveys an undivided 2.4 per cent interest in and to the following described real estate: The North Half of the North Half of the Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of the Northeast Quarter and the South Half of the North Half of the Southeast Quarter of the Northeast Quarter, all in Section 16, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebr., containing 40 acres more or less.

No witness. Acknowledged Dec. 29, 1965 before Charles A. Schorr, Notary Public, Douglas County, Nebraska, with seal.

Commission expires Apr. 18, 1967.

No. 49	:	Frederick H. Bucholz, also	:	WARRANTY DEED
Book 1274	:	known as F. H. Bucholz, and	:	Dated Dec. 29, 1965
Page 435	:	Naomi T. Bucholz,	:	Recorded Dec. 30, 1965
	:	Husband and Wife,	:	Cons: \$1.00 & other
	:	To	:	valuable
	:	The Omaha National Bank	:	
	:	Trustee	:	

Conveys an undivided 2.4 per cent interest in and to the following described real estate: The North Half of the North Half of the Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of the Northeast Quarter and the South Half of the North Half of the Southeast Quarter of the Northeast Quarter, all in Section 16, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebr., containing 40 acres more or less.

No witness. Acknowledged Dec. 29, 1965 before Charles A. Schorr, Notary Public, Douglas County, Nebraska, with seal.
Commission expires Apr. 18, 1967.

No. 50	:	Frederick H. Bucholz, also	:	WARRANTY DEED
Book 1274	:	known as F. H. Bucholz, and	:	Dated Dec. 29, 1965
Page 437	:	Naomi T. Bucholz,	:	Recorded Dec. 30, 1965
	:	Husband and Wife,	:	Cons: \$1.00 & other
	:	To	:	valuable
	:	The Omaha National Bank,	:	
	:	Trustee	:	

Conveys an undivided 2.4 per cent interest in and to the following described real estate: The North Half of the North Half of the Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of the Northeast Quarter and the South Half of the North Half of the Southeast Quarter of the Northeast Quarter, all in Section 16, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebr., containing 40 acres more or less.

No witness. Acknowledged Dec. 29, 1965 before Charles A. Schorr, Notary Public, Douglas County, Nebraska, with seal.
Commission expires Apr. 18, 1967.

No. 51	:	Frederick H. Bucholz, also	:	WARRANTY DEED
Book 1274	:	known as F. H. Bucholz, and	:	Dated Dec. 29, 1965
Page 439	:	Naomi T. Bucholz,	:	Recorded Dec. 30, 1965
	:	Husband and Wife,	:	Cons: \$1.00 & other
	:	To	:	valuable
	:	The Omaha National Bank,	:	
	:	Trustee	:	

Conveys an undivided 2.4 per cent interest in and to the following described real estate: The North Half of the North Half of the Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of the Northeast Quarter and the South Half of the North Half of the Southeast Quarter of the Northeast Quarter, all in Section 16, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebr., containing 40 acres more or less.

No witness. Acknowledged Dec. 29, 1965 before Charles A. Schorr, Notary Public, Douglas County, Nebraska, with seal.
Commission expires Apr. 18, 1967.

No. 52	:	Frederick H. Bucholz, also	:	WARRANTY DEED
Book 1274	:	known as F. H. Bucholz,	:	Dated Dec. 29, 1965
Page 441	:	Naomi T. Bucholz,	:	Recorded Dec. 30, 1965
	:	Husband and Wife,	:	Cons: \$1.00 & other
	:	To	:	valuable
	:	The Omaha National Bank,	:	
	:	Trustee	:	

Conveys an undivided 2.4 per cent interest in and to the following described real estate: The North Half of the North Half of the Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of the Northeast Quarter and the South Half of the North Half of the Southeast Quarter of the Northeast Quarter, all in Section 16, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebr., containing 40 acres more or less.

No witness. Acknowledged Dec. 29, 1965 before Charles A. Schorr, Notary Public, Douglas County, Nebraska, with seal.
Commission expires Apr. 18, 1967.

No. 53	:	Frederick H. Bucholz, also	:	WARRANTY DEED
Book 1274	:	Known as F. H. Bucholz, and	:	Dated Dec. 29, 1965
Page 443	:	Naomi T. Bucholz,	:	Recorded Dec. 30, 1965
	:	Husband and Wife,	:	Cons: \$1.00 & other
	:	To	:	valuable
	:	The Omaha National Bank,	:	
	:	Trustee	:	

Conveys an undivided 40 per cent interest in and to the following described real estate: The North Half of the North Half of the Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of the Northeast Quarter and the South Half of the North Half of the Southeast Quarter of the Northeast Quarter, all in Section 16, Township 15 North, Range 12, East of the 6th P.M., in Douglas County, Nebr., containing 40 acres more or less.

No witness. Acknowledged Dec. 29, 1965 before Charles A. Schorr, Notary Public, Douglas County, Nebraska, with seal.
Commission expires Apr. 18, 1967.

No. 54	:	Duchesne College and Convent	:	AGREEMENT
Misc. 435	:	of The Sacred Heart, a corp-	:	Dated March 4, 1966
Page 31	:	oration, By: Helen Sheahan,	:	Filed March 11, 1966
	:	Pres., Attest: Mary McGreeny,	:	
	:	Sec. (Corporate Seal)	:	
	:	and	:	
	:	F. H. Bucholz, and Naomi T.	:	
	:	Bucholz, husband and wife	:	

WITNESSETH:

WHEREAS, Grantors have, by warranty deed of even date herewith, granted and conveyed to Grantee their interest in the following described real estate in Douglas County, Nebraska (hereinafter referred to as Tract I):

The North Half of the North Half of the Northeast Quarter of the Southeast Quarter, the South Half of the Southeast Quarter of the Northeast Quarter, the South Half of the North Half of the Southeast Quarter of the Northeast Quarter all in Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, containing 40 acres more or less;

WHEREAS, Grantors are owners of a certain tract of real estate adjoining the above described premises immediately on the West (hereinafter referred to as Tract II) and more particularly described as follows:

The North Half (N ½) of North Half (N ½) of Northwest Quarter (NW ¼) of Southeast Quarter (SE ¼) and the South Three-Fourths (S ¾) of Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼) of Section 16, Township 15 North, Range 12, East of the 6th P.M., Taylor County, Nebraska, except that part thereto platted as Lots 1, 2, 3, 5, 6, 7, and 8, Bloomfield Hills Addition in Douglas County, Nebraska.

WHEREAS, Grantors may, in the future, plat and subdivide Tract II and install a sanitary sewer system on said tract; and

WHEREAS, Grantee may, in the future, improve Tract I by installation of a sanitary sewer system on said premises; and

WHEREAS, in such event Grantors shall be granted easements and connection rights to such sanitary sewer system constructed by Grantee; and

WHEREAS, Grantors may, in the future, construct a storm sewer system on Tract II; and

WHEREAS, in such event, Grantors shall be granted the right to discharge water from said storm sewer system across a part of Tract I, along with a drainage easement across a part of Tract I; and

WHEREAS, Grantors desire to agree to give an easement to Grantee for a pedestrian way over a portion of Tract II.

NOW, THEREFORE, in consideration of the conveyance to Grantee by Grantors of their interest in the above described Tract I, and in consideration of the mutual promises herein contained and One Dollar (\$1.00) and other valuable consideration:

1. Grantee hereby grants unto Grantors the perpetual right to make connection to any sanitary sewer line hereinafter constructed on Tract I, upon payment of proper, reasonable and applicable connection fees, said connection to be at a point in said sewer line most convenient to Grantors and Grantee. In the event such sewer line is constructed by persons or entities other than Grantee, then Grantee shall take all reasonable steps to permit said connection by Grantors.

2. Grantee agrees to convey and grant unto Grantors a permanent sanitary sewer easement over, under and upon Tract I, said easement to be of sufficient width to permit Grantors to construct, lay, maintain, operate, repair or replace a said sanitary sewer pipe line from a point on the West Boundary of Tract I to point of connection, (as determined in paragraph 1. above), to the sanitary sewer line on Tract I, provided, however, that said sewer line shall be located underground and shall not interfere with any walks, drives, buildings or other permanent structures located on Tract I, or hereafter constructed by Grantee on Tract I, and provided further that upon completion of the construction, repair or maintenance of said sewer pipe line, that part of Tract I used for said construction, repair or maintenance shall be restored to substantially the same condition as prior to said construction, repair or maintenance.

3. Grantee further agrees to grant unto Grantors the right to discharge water from a storm sewer which may hereinafter be located on Tract II onto Tract I at a point approximately 300 to 350 feet North of the Southwest corner of Tract I, said point to be finally determined by the engineers of Grantors, and Grantee further agrees to grant and convey unto Grantors a permanent easement for drainage of storm sewer water from said storm sewer over, under or across a part of Tract I, provided, however, that the

area from which surface water is now draining over such natural course shall not be increased, and the location of said drainage easement shall follow the natural drainage course presently existing on the Southwest portion of the above described premises, the exact location and width of said drainage easement across said Southwest corner to be finally determined by the engineers of Grantors, and provided further that Grantors shall indemnify Grantee against and shall absorb any additional costs incurred by Grantee on such natural drainage course as a result of such easement that would not have been required as a result of natural drainage across same.

4. Grantors agree to grant and convey unto Grantee an easement for a continuation of the pedestrian way ingress and egress which may be established on the West boundary line of Tract I pursuant to the covenants contained in the deed from Grantors to Grantee of an interest in Tract I, said easement to be for a continuation of such pedestrian way from said boundary line to the proposed extension of Bloomfield Drive.

5. The parties mutually agree that the rights, benefits and obligations created by this Agreement shall run with the land and be for the benefit of and binding upon the heirs, executors, administrators, successors and assigns of the parties hereto and all future owners of Tract I and Tract II, above described, and reference in this Agreement to "Grantors" and "Grantee" shall include the heirs, executors, administrators, successors and assigns of the respective parties hereto.

No witness. Acknowledged March 4, 1966 by Helen Sheahan, President of Duchesne College and Convent of the Sacred Heart in due form for said corporation before Wm. P. Kelley, Notary Public with seal, Douglas County, Nebraska.

Commission expires July 14, 1967.

No witness. Acknowledged March 4, 1966 by F. H. Bucholz and Naomi E. Bucholz, husband and wife, before Charles A. Schorr, Notary Public with seal, Douglas County, Nebraska.

Commission expires April 18, 1967.

No. 55 : IN THE COUNTY CLERK'S OFFICE OF DOUGLAS COUNTY, NEBR.
 Book 66 : Eleanor Regan, President : AMENDED OF ARTICLES
 Page 7 : Alfrida Hartor, Secretary : OF INCORPORATION
 : To : Dated Oct. 29, 1958
 : Whom it May Concern : Filed Nov. 10, 1958

We, Mother Eleanor Regan, President, and Mother Alfrida Hartor, Secretary, respectively, of Duchesne College & Convent of the Sacred Heart, do hereby certify that at a duly called special meeting of the Board of Trustees and members of said corporation held at the office of said corporation in Omaha, Nebraska, on October 29, 1958, the Articles of Incorporation of said corporation as heretofore adopted and amended were further amended by the adoption of the following "Substituted and Amended Articles of Incorporation," to-wit:

Article I. Name - Duchesne College & Convent of the Sacred Heart; Office - 3601 Burt Street, Omaha, Douglas County, Nebraska.

Article II. The objects and purposes for which this corporation is formed are as follows:

To establish, maintain and operate an educational institution, including a college.

To acquire property, both real and personal, by purchase, lease, gift, devise, bequest, or otherwise, and to hold, invest, use, lease, operate, improve, develop, sell or otherwise dispose of, and to mortgage or otherwise encumber in general, and in every way to invest in, own and deal in and with personal property and real property, both improved and unimproved, or for the purposes herein set forth.

To incur indebtedness, and to issue bonds, notes and other obligations of this corporation from time to time for any of the purposes of the corporation and to mortgage, pledge, hypothecate, and convey in trust any/or all its property to secure the payment thereof.

To purchase, hold, sell, or otherwise acquire or dispose of the capital stock, bonds, securities, or evidences of indebtedness of other corporations and while owner of such stock to exercise all the rights, powers, and privileges of ownership, all for the purposes herein set forth.

To enter into, make, perform, and carry out contracts of every kind and for the purposes herein set forth, with any person, firm, association, or public, private or quasi-public corporation, or any municipality or any government or subdivision or department thereof.

To do any and all such other acts or things in any manner connected with or necessary, convenient or auxiliary to any of the purposes hereinbefore enumerated or calculated to promote the interests of the corporation for the purposes herein set forth.

Article III. The corporation commenced its corporate existence upon the filing of its original Articles of Incorporation with the County Clerk of Douglas County, Nebraska, on September 8, 1882, and it shall thereafter have perpetual existence.

Article IV. Provides for a board of trustees of not less than five nor more than ten members.

Article V. The officers of the Board of Trustees, who shall also be the officers of the corporation, shall consist of a President, a Vice President, a Secretary and a Treasurer.

Article VI. All contracts, deeds, mortgages and other conveyances of the corporation to be binding upon the corporation shall be signed and executed in such manner as shall be provided for in the by-laws of the corporation.

Article VII. Provides for amendments to articles of incorporation.

Acknowledged October 29, 1958, in due corporate form, before Francis P. Matthews, Jr., Notary Public, Douglas County, Nebraska, with seal. Commission expires September 16, 1960.

Attached is certificate of Frank Marsh, Secretary of State, State of Nebraska, with seal, dated November 5, 1958, that the attached is a true and correct copy of Certificate of Amendment of Articles of Incorporation of Duchesne College & Convent of the Sacred Heart, Omaha, Nebraska, as filed in this office on November 5, 1958, and recorded in Book 254, Page 248, Miscellaneous Incorporations.

NOTE: On November 10, 1958, Francis P. Matthews, 1145 Omaha National Bank Building, Omaha, Nebraska, was appointed Resident Agent of Duchesne College & Convent of the Sacred Heart.

No. 56	:	Frederick H. Bucholz and Naomi	:	WARRANTY DEED
Book 1280	:	T. Bucholz, husband and wife	:	Dated Mar. 4, 1966
Page 437	:	To	:	Filed Mar. 11, 1966
	:	Duchesne College and Convent of	:	Cons: \$1.00 & other
	:	the Sacred Heart, a Nebraska	:	valuable
	:	Corporation	:	

Conveys an undivided 39.6 percent interest in and to the following described real property located in Douglas County, Nebraska, to-wit:

The North half of the North half of the Northeast Quarter of the Southeast Quarter and the South half of the Southeast Quarter of the Northeast Quarter and the South half of the North half of the Southeast Quarter of the Northeast Quarter all in Section 16, Township 15, North, Range 12 East of the 6th P.M., Douglas County, Nebraska, containing 40 acres more or less;

subject, however, to easements and restrictions of record and to the following covenants and restrictions as to the use thereof. Grantee, by acceptance of this deed, covenants and agrees for itself and for its successors and assigns that for a period of thirty (30) years from the date hereof, and notwithstanding the zoning ordinances and regulations otherwise applicable during that period, the afore-stated property, referred to herein as the "tract", shall be used only in accordance with the following:

A - While the entire tract is owned by the Grantee and used by it for school purposes:

1 - It shall be used solely for the construction and operation thereon of a private school of any one or more of the pre-school, primary, secondary and junior college levels. However, prior to the completion of a permanent school facility on the tract with students enrolled and in attendance, all but the West 200 feet of the tract may be used for school sponsored or related activities between the hours of 8:00 A.M. and 6:00 P.M., but any temporary structures for such use shall not be placed within 400 feet of the west boundary line of the tract. To the extent not so used prior to such completion, the tract shall be used either for the production of low-growing farm crops such as small grain, alfalfa and soybeans, or it shall be seeded to low-growing pasture grass or legumes and, in either event, shall be kept free of noxious weeds.

2 - No portion of any structure or other facility, other than pedestrian ways and lighting for same as hereinafter limited, shall be located within the west set-back area as such set-back area is hereinafter defined, and no pedestrian way located in the west set-back area shall be within 25 feet of the west boundary line of the tract, except that, by mutual agreement of Grantee and the adjoining property owners, as such property owners are hereinafter defined, a pedestrian way for ingress and egress to the tract may be established at a point on the west boundary line. Any lighting of pedestrian ways in the west set-back area shall be by means of architecturally compatible poles or other mountings not in excess of 4 feet in height. After completion of a permanent school facility on the tract, the west set-back area, other than as devoted to pedestrian ways, shall be grassed or grassed and landscaped with no hedge or row plantings in excess of 6 feet in height. However, individual trees and shrubs or groupings of a small number thereof in such area may exceed that height.

3 - No portion of any structure or other facility, any portion of which is located within 400 feet of the west boundary line of the tract, shall have a height in excess of 25 feet above the highest adjacent grade of the structure or facility. Any structure or other facility, all of which is located more than 400 feet from the west boundary line of the tract, may have a height in excess of 40 feet above the highest adjacent grade of the structure or facility. The foregoing height limitations shall not apply to a chapel and its bell tower or spire.

4 - No swimming pool not entirely enclosed within a permanent structure primarily devoted to other uses, and no tennis courts or other similar outdoor athletic fields or facilities for which lighting or spectator facilities are provided, shall be within 400 feet of the west boundary line of the tract.

5 - No vehicle drives or streets, other than service drives for permanent structures, shall be located within 200 feet of the west boundary line of the tract. No parking facility shall be located in the west set-back area and no single parking facility anywhere on the tract shall have a capacity of more than 50 cars. There shall be a minimum of 20 feet of grassed or landscaped area between separate parking

facilities on the tract. Any lighting for service drives and parking facilities located within 200 feet of the west boundary line of the tract shall be accomplished by means of architecturally compatible poles or other mountings not in excess of 4 feet in height. Lighting for vehicle and service drives, parking lots and pedestrian ways located more than 200 feet from the west boundary line, but within the west one-half of the tract, shall be by means of architecturally compatible poles or other mountings not in excess of 10 feet in height.

6 - All utility service lines and pipes, including gas, water, electrical and telephone lines and pipes, shall be placed underground throughout the tract, and any utility structures which of necessity must be above ground shall be attractively screened or landscaped. No separate storage or maintenance structures or similar facilities shall be erected above grade in the west 400 feet of the tract.

7 - Exterior spotlighting or floodlighting for illumination of structures and, where permitted, athletic fields and facilities shall be so placed that the light producing agent is not visible on the west boundary line of the tract.

8 - All refuse containers and incineration facilities on the tract shall be located within the enclosed permanent structures which they serve.

9 - Any exterior signs in the west one-half of the tract, other than traffic control signs and signs affixed to but no higher than the building on which they are affixed, shall have a maximum height not in excess of 3 feet above grade.

10 - Except for the pedestrian access which may be established by mutual agreement of the parties in accordance with paragraph 2 above, all points of vehicular and pedestrian ingress and egress to the tract shall be located on the north or east boundary lines of the tract or on the east 600 feet of the south boundary line of the tract. There shall be no publically dedicated streets or vehicle ways on the tract, and no vehicle driveway shall be located within 10 feet of the south boundary line of the tract, except on the east 600 feet of such boundary line.

11 - Any change in the existing grade in that portion of the tract within 200 feet of the west boundary line shall be approved by the adjoining property owners. Differences in grade in the remaining portion of the tract shall be accomplished by natural rock walls erected without mortar or by gentle slopes not exceeding 3 horizontal and 1 vertical which are grassed or landscaped. No creosoted post or plank retaining walls shall be erected anywhere on the tract, and no concrete retaining walls shall be erected on the west 400 feet of the tract except such as are reasonably required for below grade access to structures for vehicles and pedestrians.

12 - Except for a boundary line fence which may be erected on the north, east and south boundary lines of the tract to a height of not in excess of 7 feet, any fence erected on the tract shall be in accordance with the following:

- a. No fence shall be erected on the west 200 feet of the tract without the approval of the adjoining property owners.
- b. Any fence erected in that portion of the tract lying between 200 feet and 400 feet from the west boundary line of the tract, other than fences required for athletic fields or facilities, shall be constructed either of ornamental wrought iron, stone, brick, wood or a combination thereof and shall not exceed 4 feet in height.
- c. Any fence erected on that portion of the tract 400 or more feet from the west boundary line may be of any type, material and height.

B - Any use of any part of the tract by Grantee or any other person or entity for any purpose other than the maintenance of a school and its supporting grounds in accordance with paragraph A hereof, such a use being referred to hereinafter for convenience as a nonconforming use, shall be only in accordance with the following:

1 - Any nonconforming use of any part of the west one-half of the tract shall at least meet, but may be more restrictive than, all of the requirements, including those of area, height and density, of second residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date thereof and, in addition and notwithstanding such second residence district zoning, any lot, any part of which is within 200 feet of the west boundary line of the tract, shall have an area of not less than 21,780 square feet and the use of such lot shall be limited to a single family dwelling with an outside first floor area, excluding carages, porches, patios and terraces, of not less than 1,750 square feet.

2 - Any nonconforming use of any part of the east one-half of the tract shall at least meet, but may be more restrictive than, all of the requirements, including those of area, height and density, of third residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date hereof, unless the entire west one-half of the tract is used for the maintenance of a school and its supporting grounds in accordance with paragraph A hereof, in which event, any nonconforming use of any part of the east one-half of the tract shall at least meet, but may be more restrictive than, all of the requirements, other than the height requirement, but including the area and density requirements, of ninth residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date hereof and, as to height, any structure shall not exceed 65 feet in height.

C - For the purpose of these covenants and restrictions:

1 - The term "adjoining property owners" shall mean the owner or owners, from time to time during the period of these covenants, of Lots 4 and 5, Bloomfield Hills Addition, an addition in Douglas County, Nebraska, as surveyed, platted and recorded.

2 - The term "west set-back area" shall mean that portion of the tract enclosed by a line beginning at the southwest corner of the tract and running easterly along the south boundary line of the tract a distance of 150 feet; thence northerly along a line parallel to the west boundary line of the tract a distance of 400 feet; thence easterly along a line parallel to the south boundary line of the tract a distance of 25 feet; thence northerly along a line parallel to the west boundary line of the tract to a point 400 feet south of the north boundary line of the tract; thence westerly along a line parallel to the north boundary line of the tract to a point 150 feet east of the west boundary line of the tract; thence northerly along a line parallel to the west boundary line of the tract to the north boundary line of the tract; thence westerly along the north boundary line of the tract to the west boundary line of the tract; thence southerly along the west boundary line of the tract to the place of beginning.

D - The terms and provisions of these covenants and restrictions may be amended and modified from time to time by mutual agreement in writing of the adjoining property owners and the then owner or owners of that portion of the tract to be affected by such amendment or modification, which agreement shall be filed of record and shall be effective as of such filing. Further, by written declaration of the adjoining property owners which is filed of record any one or more of the covenants and restrictions herein contained may be declared of no further force and effect.

E - The foregoing covenants and restrictions shall run with the land and shall be binding upon the Grantee and its successors and assigns and such covenants and restrictions shall inure to the benefit of, and shall be specifically enforceable by, the adjoining property owners and their successors, heirs, executors, administrators or assigns and reference herein to Grantors or Grantee shall include the successors, assigns, heirs, executors or administrators of said Grantors or Grantee.

TO HAVE AND TO HOLD the above described premises, together with all tenements, hereditaments and appurtenances thereto belonging, unto the Grantee and to Grantee's successors and assigns.

And the Grantors do hereby covenant with the Grantee and with Grantee's successors and assigns that Grantors are lawfully seized of said premises: that they are free from encumbrances other than easements and restrictions of record and the covenants and restrictions herein contained; that Grantors have good right and lawful authority to convey the same; and that Grantors warrant and will defend the title to said premises against the lawful claims of all persons whomsoever.

One witness. Acknowledged March 4, 1966 by Frederick W. Fucholz and Naomi T. Fucholz, before Charles A. Schorr, Notary Public, with seal, Douglas County, Nebraska. Commission expires April 18, 1967.

No. 57	:	The Omaha National Bank, Trustee	:	WARRANTY DEED
Book 1280	:	(Corporate Seal)	:	Dated Mar. 4, 1966
Page 445	:	By John E. Cochle, Vice President	:	Filed Mar. 11, 1966
	:	and Trust Officer	:	Cons: \$1.00 & other
	:	To	:	valuable
	:	Duchesne College and Convent of	:	
	:	the Sacred Heart, a Nebraska	:	
	:	Corporation	:	

Conveys an undivided 60.4 per cent interest in and to the following described real property located in Douglas County, Nebraska, to-wit:

The North half of the North half of the Northeast Quarter of the Southeast Quarter and the South half of the Southeast Quarter of the Northeast Quarter and the South half of the North half of the Southeast Quarter of the Northeast Quarter all in Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, containing 40 acres more or less:

subject, however, to easements and restrictions of record and to the following covenants and restrictions as to the use thereof. Grantee, by acceptance of this deed, covenants and agrees for itself and for its successors and assigns that for a period of thirty (30) years from the date hereof, and notwithstanding the zoning ordinances and regulations otherwise applicable during that period, the afore-stated property, referred to herein as the "tract", shall be used only in accordance with the following:

A - While the entire tract is owned by the Grantee and used by it for school purposes:

1 - It shall be used solely for the construction and operation thereon of a private school of any one or more of the pre-school, primary, secondary, and junior college levels. However, prior to the completion of a permanent school facility on the tract with students enrolled and in attendance, all but the West 200 feet of the tract may be used for school sponsored or related activities between the hours of 8:00 A.M. and 6:00 P.M., but any temporary structures for such use shall not be placed within 400 feet of the west boundary line of the tract. To the extent not so used prior to such completion, the tract shall be used either for the production of low-growing farm crops such as small grain, alfalfa and soybeans, or it shall be seeded to low-growing pasture grass or legumes and, in either event, shall be kept free of noxious weeds.

2 - No portion of any structure or other facility, other than pedestrian ways and lighting for same as hereinafter limited, shall be located within the west set-back area as such set-back area is hereinafter defined, and no pedestrian

way located in the west set-back area shall be within 25 feet of the west boundary line of the tract, except that, by mutual agreement of Grantee and the adjoining property owners, as such property owners are hereinafter defined, a pedestrian way for ingress and egress to the tract may be established at a point on the west boundary line. Any lighting of pedestrian ways in the west set-back area shall be by means of architecturally compatible poles or other mountings not in excess of 4 feet in height. After completion of a permanent school facility on the tract, the west set-back area, other than as devoted to pedestrian ways, shall be grassed or grassed and landscaped with no hedge or row plantings in excess of 6 feet in height. However, individual trees and shrubs or groupings of a small number thereof in such area may exceed that height.

3 - No portion of any structure or other facility, any portion of which is located within 400 feet of the west boundary line of the tract, shall have a height in excess of 25 feet above the highest adjacent grade of the structure or facility. Any structure or other facility, all of which is located more than 400 feet from the west boundary line of the tract, may have a height in excess of 40 feet above the highest adjacent grade of the structure or facility. The foregoing height limitations shall not apply to a chapel and its bell tower or spire.

4 - No swimming pool not entirely enclosed within a permanent structure primarily devoted to other uses, and no tennis courts or other similar outdoor athletic fields or facilities for which lighting or spectator facilities are provided, shall be within 400 feet of the west boundary line of the tract.

5 - No vehicle drives or streets, other than service drives for permanent structures, shall be located within 200 feet of the west boundary line of the tract. No parking facility shall be located in the west set-back area and no single parking facility anywhere on the tract shall have a capacity of more than 50 cars. There shall be a minimum of 20 feet of grassed or landscaped area between separate parking facilities on the tract. Any lighting for service drives and parking facilities located within 200 feet of the west boundary line of the tract shall be accomplished by means of architecturally compatible poles or other mountings not in excess of 4 feet in height. Lighting for vehicle and service drives, parking lots and pedestrian ways located more than 200 feet from the west boundary line, but within the west one-half of the tract, shall be by means of architecturally compatible poles or other mountings not in excess of 16 feet in height.

6 - All utility service lines and pipes, including gas, water, electrical and telephone lines and pipes, shall be placed underground throughout the tract, and any utility structures which of necessity must be above ground shall be attractively screened or landscaped. No separate storage or maintenance structures or similar facilities shall be erected above grade in the west 400 feet of the tract.

7 - Exterior spotlighting or floodlighting for illumination of structures and, where permitted, athletic fields and facilities shall be so placed that the light producing agent is not visible on the west boundary line of the tract.

8 - All refuse containers and incineration facilities on the tract shall be located within the enclosed permanent structures which they serve.

9 - Any exterior signs in the west one-half of the tract, other than traffic control signs and signs affixed to but no higher than the building on which they are affixed, shall have a maximum height not in excess of 3 feet above grade.

10 - Except for the pedestrian access which may be established by mutual agreement of the parties in accordance with paragraph 2 above, all points of vehicular and pedestrian ingress and egress to the tract shall be located on the north or east boundary lines of the tract or on the east 600 feet of the south boundary line of the tract. There shall be no publically dedicated streets or vehicle ways on the tract, and no vehicle driveway shall be located within 10 feet of the

south boundary line of the tract, except on the east 660 feet of such boundary line.

11 - Any change in the existing grade in that portion of the tract within 200 feet of the west boundary line shall be approved by the adjoining property owners. Differences in grade in the remaining portion of the tract shall be accomplished by natural rock walls erected without mortar or by gentle slopes not exceeding 3 horizontal and 1 vertical which are grassed or landscaped. No creosoted post or plank retaining walls shall be erected anywhere on the tract, and no concrete retaining walls shall be erected on the west 400 feet of the tract except such as are reasonably required for below grade access to structures for vehicles and pedestrians.

12 - Except for a boundary line fence which may be erected on the north, east and south boundary lines of the tract to a height of not in excess of 7 feet, any fence erected on the tract shall be in accordance with the following:

a. No fence shall be erected on the west 200 feet of the tract without the approval of the adjoining property owners.

b. Any fence erected in that portion of the tract lying between 200 feet and 400 feet from the west boundary line of the tract, other than fences required for athletic fields or facilities, shall be constructed either of ornamental wrought iron, stone, brick, wood or a combination thereof and shall not exceed 4 feet in height.

c. Any fence erected on that portion of the tract 400 or more feet from the west boundary line may be of any type, material and height.

D - Any use of any part of the tract by Grantee or any other person or entity for any purpose other than the maintenance of a school and its supporting grounds in accordance with paragraph A hereof, such a use being referred to hereinafter for convenience as a nonconforming use, shall be only in accordance with the following:

1 - Any nonconforming use of any part of the west one-half of the tract shall at least meet, but may be more restrictive than, all of the requirements, including those of area, height and density, of second residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date thereof and, in addition and notwithstanding such second residence district zoning, any lot, any part of which is within 200 feet of the west boundary line of the tract, shall have an area of not less than 21,780 square feet and the use of such lot shall be limited to a single family dwelling with an outside first floor area, excluding garages, porches, patios and terraces, of not less than 1,750 square feet.

2 - Any nonconforming use of any part of the east one-half of the tract shall at least meet, but may be more restrictive than, all of the requirements, including those of area, height and density, of third residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date hereof, unless the entire west one-half of the tract is used for the maintenance of a school and its supporting grounds in accordance with paragraph A hereof, in which event, any nonconforming use of any part of the east one-half of the tract shall at least meet, but may be more restrictive than, all of the requirements, other than the height requirement, but including the area and density requirements, of ninth residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date hereof and, as to height, any structure shall not exceed 65 feet in height.

C - For the purpose of these covenants and restrictions:

1 - The term "adjoining property owners" shall mean the owner or owners, from time to time during the period of these covenants, of Lots 4 and 5, Bloom field Hills Addition, an addition in Douglas County, Nebraska, as surveyed, platted and recorded.

2 - The term "west set-back" area shall mean that portion of the tract enclosed by a line beginning at the southwest corner of the tract and running easterly along the south boundary line of the tract a distance of 150 feet; thence northerly along a line parallel to the west boundary line of the tract a distance of 400 feet; thence easterly along a line parallel to the south boundary line of the tract a distance of 25 feet; thence northerly along a line parallel to the west boundary line of the tract to a point 400 feet south of the north boundary line of the tract; thence westerly along a line parallel to the north boundary line of the tract to a point 150 feet east of the west boundary line of the tract; thence northerly along a line parallel to the west boundary line of the tract to the north boundary line of the tract; thence westerly along the north boundary line of the tract to the west boundary line of the tract; thence southerly along the west boundary line of the tract to the place of beginning.

D - The terms and provisions of these covenants and restrictions may be amended and modified from time to time by mutual agreement in writing of the adjoining property owners and the then owner or owners of that portion of the tract to be affected by such amendment or modification, which agreement shall be filed of record and shall be effective as of such filing. Further, by written declaration of the adjoining property owners which is filed of record any one or more of the covenants and restrictions herein contained may be declared of no further force and effect.

F - The foregoing covenants and restrictions shall run with the land and shall be binding upon the Grantee and its successors and assigns, and such covenants and restrictions shall inure to the benefit of, and shall be specifically enforceable by, the adjoining property owners and their successors, heirs, executors, administrators or assigns and reference herein to Grantors or Grantee shall include the successors, assigns, heirs, executors or administrators of said Grantors or Grantee.

TO HAVE AND TO HOLD the above described premises, together with all tenements, hereditaments and appurtenances thereto belonging, unto the Grantee and to Grantee's successors and assigns.

And the Grantors do hereby covenant with the Grantee and with Grantee's successors and assigns that Grantors are lawfully seized of said premises; that they are free from encumbrances other than easements and restrictions of record and the covenants and restrictions herein contained; that Grantors have good right and lawful authority to convey the same; and that Grantors warrant and will defend the title to said premises against the lawful claims of all persons whomsoever.

No witness. Acknowledged March 4, 1966 by John R. Cogle, Vice President of The Omaha National Bank, in due form for said The Omaha National Bank, as Trustee before Charles A. Schorr, Notary Public, with seal, Douglas County, Nebraska. Commission expires April 18, 1967.

No. 58	:	Duchesne College and Convent of	:	MORTGAGE
Book 1664	:	the Sacred Heart, a Nebraska	:	Dated Mar. 4, 1966
Page 347	:	corporation (Corporate Seal)	:	Filed Mar. 11, 1966
	:	By Helen Sheahan, President	:	Cons: \$176,000.00
	:	Attest: Mary McQueeney, Secretary:		
	:	To	:	
	:	The Omaha National Bank, Trustee	:	
	:	and Naomi T. Buchholz and Frederick:		
	:	U. Buchholz, wife and husband	:	

Mortgages the North half of the North half of the Northeast Quarter of the Southeast Quarter and the South half of the Southeast Quarter of the Northeast Quarter and the South half of the North half of the Southeast Quarter of the Northeast Quarter all in Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, containing 40 acres, more or less.

To secure payment of two promissory notes of even date herewith in the amounts of \$100,304.00 and \$69,696.00 payable according to the terms of said notes.

No witness. Acknowledged March 4, 1966 by Helen Sheahan, President of Duchesne College and Convent of the Sacred Heart, in due form for said corporation before Wm. P. Kelley, Notary Public, with seal, Douglas County, Nebraska. Commission expires July 14, 1967.

No. 59	:	The Omaha National Bank, Trustee	:	RELEASE
Book 1750	:	(Corporate Seal)	:	Dated Mar. 11, 1968
Page 497	:	By Bruce F. Anderson, Trust	:	Filed Mar. 12, 1968
	:	Officer	:	Cons: Payment
	:	To	:	
	:	Duchesne College and Convent of	:	
	:	the Sacred Heart	:	

Releases the mortgage of \$176,000.00 made by Duchesne College and Convent of the Sacred Heart on the following described property to-wit: The North half of the North half of the Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of the Northeast Quarter and the South Half of the North Half of the Southeast Quarter of the Northeast Quarter all in Section 16 Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, containing 40 acres, more or less, which is recorded in Book 1064 of Real Estate Mortgages Page 347 of the records of the County of Douglas and State of Nebraska.

One witness. Acknowledged March 11, 1968 by Bruce F. Anderson Trust Officer of the Omaha National Bank, who acknowledged the said instrument to be their voluntary act and deed and the voluntary act and deed of said Trustee before Edna Schluter, Notary Public, with seal, Douglas County, Nebraska. Commission expires April 11, 1969.

No. 60	:	Frederick F. Fucholz and Naomi T.	:	RELEASE
Book 1751	:	Fucholz	:	Dated Mar. 11, 1968
Page 418	:	To	:	Filed Mar. 19, 1968
	:	Duchesne College and Convent of	:	Cons: Payment
	:	the Sacred Heart	:	

Releases the mortgage of \$176,000.00 made by Duchesne College and Convent of the Sacred Heart on the following described property, to-wit: The North half of the North Half of the Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of the Northeast Quarter and the South half of the North half of the Southeast Quarter of the Northeast Quarter all in Section 16, Township 15 North, Range 12 East of the 6th P.M. Douglas County, Nebraska, containing 40 acres, more or less, which is recorded in Book 1064 of Real Estate Mortgages Page 347 of the records of the County of Douglas and State of Nebraska.

One witness. Acknowledged March 11, 1968 by Fredrick F. Fucholz and Naomi T. Fucholz before Judith A. Nissen, Notary Public, with general seal, Douglas County, Nebraska. Commission expires June 30, 1973.

No. 61 : DUCHESNE COLLEGE AND CONVENT OF : AGREEMENTS MODIFYING
 Misc. 485 : THE SACRED HEART, a Nebraska Corp- : COVENANTS AND
 Page 677 : oration, (Corporate Seal) : RESTRICTIONS
 : By Mother Margaret Mary Miller, : Dated Jan. 23, 1970
 : President, Sister Rita Ryan, : Filed Jan. 26, 1970
 : Secretary :
 : and :
 : THE OMAHA NATIONAL BANK, Trustee :
 : By _____ :
 : and :
 : John W. Bucholz, Joan P. Bucholz :

WHEREAS, by deeds dated March 4, 1966, Omaha National, Frederick H. Bucholz and Naomi T. Bucholz conveyed certain property to Duchesne, subject to certain covenants and restrictions, contained in said deeds, recorded in Book 1280, Pages 445 and 437 of the Deed Records of Douglas County, Nebraska said property being described as follows:

The North half of the North half of the Northeast Quarter of the Southeast Quarter and the South half of the Southeast Quarter of the Northeast Quarter and the South half of the North half of the Southeast Quarter of the Northeast Quarter all in Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska containing 40 acres more or less.

WHEREAS, Omaha National is the owner as Trustee of Lot 4 Bloomfield Hills Addition in Douglas County, Nebraska, and John W. Bucholz and Joan P. Bucholz are the owners of Lot 5 in said Bloomfield Hills Addition, said owners being described in the aforesaid covenants and restrictions as the "adjoining property owners", and

WHEREAS, in accordance with the right so to do stated in said covenants and restrictions, said adjoining property owners and Duchesne as the owner of the aforesaid property, desire to modify such covenants and restrictions as hereinafter provided.

Now, Therefore, It Is Agreed As Follows:

1. Paragraph B-2 of said covenants and restrictions is hereby modified by adding at the end thereof the following: "Notwithstanding the foregoing, and even though the entire west one-half of the tract is not used for school purposes in accordance with foregoing and Paragraph A hereof, the following ten acres portion of the East one-half of the tract.

A tract of land in the East one-half of Section 16, Township 15 North, Range 12, East of the 6th P.M., described as follows: Beginning at the intersection of the north right-of-way line of Western Avenue and the west right-of-way line of 96th Street, which point is 33 feet west of the east line of the east one-half of said Section 16; thence west along the north right-of-way line of Western Avenue a distance of 435.60 feet to a point; thence north on a line parallel to and 468.60 feet west of the east line of the east one-half of said Section 16, a distance of 1,000.00 feet to a point; thence east 435.60 feet to a point on the west right-of-way line of 96th Street, thence south along the west right-of-way line of 96th Street, which is parallel to and 33.00 feet west of the east line of the east one-half of said Section 16, a distance of 1,000.00 feet to the point of beginning, and containing 10.00 acres,

and such portion only, may be devoted to any use which meets all of the requirements, other than the height requirement, but including the area and density requirements, of ninth residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date hereof, and as height, any structure shall not exceed 65 feet in height, and which also meets the following requirements:

1. No structure and no portion of any structure on said ten acre tract shall exceed 65 feet in height from the existing grade level.
2. No structures, other than pedestrian ways not in excess of six feet in width, shall be located on the West 35 feet of such 10 acres, and such 35 foot strip shall be grassed or grassed and landscaped.
3. No vehicular ingress or egress shall be located anywhere on the west boundary line of such ten acres, provided, however, if an expressway or other limited access highway is placed to the north of said ten-acre tract but on or partially on the land acquired by Duchesne by the aforesaid deeds, dated March 4, 1966, and if the remaining land acquired by Duchesne in such deeds, lying north of said ten-acre tract, is not sufficient or practical as to grade to give reasonable access from 96th Street to the land acquired by Duchesne by said deeds, then, not more than one right-of-way access not in excess of sixty-five feet in width may be located on the west boundary line of such ten-acre tract.
4. All exterior lighting on said ten acres shall be directed basically downward and shall be so installed and shielded that the light generating element is not visible beyond the west boundary line of the tract.

2. Except as modified by the foregoing, the covenants and restrictions in the aforescribed deed shall be and remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

No Witness. Acknowledged January 26, 1970 by Margaret Mary Miller, President of Duchesne College and Convent of the Sacred Heart in due form for said corporation before Francis P. Matthews, Notary Public, with seal Douglas County, Nebraska. Commission expires September 16, 1972.

No Witness. Acknowledged January 23, 1970, by _____ trust officer of the Omaha National Bank, who acknowledged the same to be his voluntary act and deed as such trust officer and the voluntary act and deed of the Trustee, before Robert O. Brown, Notary Public, with seal Douglas County, Nebraska. Commission expires February 11, 1973.

No witness. Acknowledged January 23, 1970 by John W. Bucholz and Joan P. Bucholz, before Charles A. Shorr, Notary Public, with seal Douglas County, Nebraska. Commission expires April 18, 1973.

No. 62	:	Northwestern Bell Telephone	:	PARTIAL RELEASE
Misc. 486	:	Company (Corporate Seal)	:	OF EASEMENT.
Page 688	:	By Howard P. Doerr, Vice Pres-	:	Dated Feb. 11, 1970
	:	ident and General Manager,	:	Filed Feb. 25, 1970
	:	Attest: Secretary,	:	
	:	To	:	
	:	Whom it may Concern	:	

Know All Men By these Presents, that:

Whereas, the new proposed road referred to in that certain easement agreement dated February 24, 1934 executed by Wm. Stull Jr. and Janet R. Stull, in favor of Northwestern Bell Telephone Company, recorded April 2, 1934 in Book 107 of Miscellaneous Records Page 9, in the Office of the Register of Deeds of Douglas County, Nebraska insofar as the Southeast Quarter of Section 16 in Township 15 North, Range 12, East of the 6th P.M. in Douglas County, Nebraska is concerned and affected, is located within the South 90 feet of said Southeast Quarter of said Section 16, as disclosed by the condemnation proceedings for said proposed road filed March 28, 1934 in the County Court of Douglas County, Nebraska by Board of County Commissioners of Douglas County, Nebraska, vs. Ethel Luther Wood, et. al., Condemnation Docket 1, Page 126.

Therefore, said Northwestern Bell Telephone Company, in consideration of \$1.00 to it duly paid by Duchesne College, & Convent of the Sacred Heart the receipt of which is hereby acknowledged, does hereby declare and state that the following described real estate, to-wit: the north one-half of the north one-half of the northeast quarter of southeast quarter of Section 16, in Township 15 North, Range 12, East of the 6th P.M. in Douglas County, Nebraska is not covered or affected by said easement agreement above referred to and does hereby release and discharge the above described portion of said Southeast Quarter of said Section 16 only from any lien, operation or effect of said easement agreement above referred to.

No witness. Acknowledged February 11, 1970 by H. P. Doerr, Vice President and General Manager of Northwestern Bell Telephone Company, in due form for said Corporation before William I. Titze, Notary Public, with seal, Douglas County, Nebraska. Commission expires January 6, 1973.

No. 63 : Duchesne College and Convent of : AGREEMENT MODIFYING
 Misc. 488 : The Sacred Heart, a Nebraska Corp- : COVENANTS AND
 Page 669 : oration, (Corporate Seal) : RESTRICTIONS
 : By Mother Margaret Mary Miller, : Dated March 23, 1970
 : President, Sister Rita Ryan, : Filed April 28, 1970
 : Secretary :
 : and :
 : The Omaha National Bank, Trustee :
 : BY Stanley A. Traub, Second Vice :
 : Pres. and :
 : John W. Bucholz, Joan P. Bucholz :

WHEREAS, by deeds dated March 4, 1966, Omaha National, Frederick H. Bucholz and Naomi T. Bucholz conveyed certain property to Duchesne, subject to certain covenants and restrictions, contained in said deeds, recorded in Book 1280, Pages 445 and 437 of the Deed Records of Douglas County, Nebraska, said property being described as follows:

The North half of the North half of the Northeast Quarter of the Southeast Quarter and the South half of the Southeast Quarter of the Northeast Quarter and the South half of the North half of the Southeast Quarter of the Northeast Quarter all in Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska containing 40 acres more or less.

WHEREAS, Omaha National is the owner as Trustee of Lot 4, Bloomfield Hills Addition in Douglas County, Nebraska, and John W. Bucholz and Joan P. Bucholz are the owners of Lot 5 in said Bloomfield Hills Addition, said owners being described in the aforesaid covenants and restrictions as the "adjoining property owners", and

WHEREAS, said covenants and restrictions were modified by an Agreement recorded at Book 485, Page 677 of the records of Douglas County, Nebraska, and

WHEREAS, in accordance with the right so to do stated in said covenants and restrictions, said adjoining property owners and Duchesne desire to further modify such covenants and restrictions as hereinafter provided.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Paragraph C-1 of said covenants and restrictions is hereby amended by deleting therefrom the reference therein to Lot 4, Bloomfield Hills Addition, so that after such deletion said Paragraph C-1 shall read as follows:

"1- the term 'adjoining property owners' shall mean the owner or owners from time to time during the period of these covenants of Lot 5, Bloomfield Hills Addition, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, and that portion of Lot 4 in said Bloomfield Hills Addition described as follows:

A tract of land located in a part of Lot 4 in said Bloomfield Hills Addition and a part of the Northwest Quarter of the Southeast Quarter of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot 4, also known as the Southwest corner of Lot 9, Bloomfield Hills 2nd Platting, thence South 89°51'00" West (Assumed Bearing) along the South line of said Lot 4, also known as the

northerly perimeter of Westroads, a platted and recorded subdivision in Douglas County, Nebraska, a distance of 291.8 feet, thence North 12°06'57" West along the westerly lot line of said Lot 4 a distance of 160 feet, thence North 73°52'51" East a distance of 172.37 feet, thence North 65°18'53" East a distance of 150.48 feet to a point on the easterly lot line of said Lot 4, thence southeasterly on a 50.00 feet radius curve to the left along the southwesterly right-of-way line of 99th Street cul-de-sac a distance of 57.54 feet to the Northwest corner of said Lot 9, thence South 04°53'02" West along the westerly lot line of said Lot 9 a distance of 233.23 feet to the point of beginning, containing 1.549 acres more or less."

2. Except as herein modified, such covenants and restrictions shall be and remain in full force and effect.

No Witness. Acknowledged March 31, 1970 by Margaret Mary Miller, President of Duchesne College and Convent of the Sacred Heart in due form for said corporation before Francis P. Matthews, Notary Public, with seal Douglas County, Nebraska. Commission expires September 10, 1972.

No Witness. Acknowledged March 24, 1970, by Stanley A. Traub, trust officer of the Omaha National Bank, who acknowledged the same to be his voluntary act and deed as such trust officer and the voluntary act and deed of the Trustee, before Charles A. Shorr, Notary Public, with seal Douglas County, Nebraska. Commission expires April 18, 1973.

No Witness. Acknowledged March 23, 1970 by John W. Bucholz and Joan P. Bucholz, before Charles A. Shorr, Notary Public, with seal Douglas County, Nebraska. Commission expires April 18, 1973.

No 64 : Duchesne College and Convent of : AGREEMENT MODIFYING
 Book 509 : the Sacred Heart, a Nebraska : COVENANTS AND
 Page 685 : corporation (Corporate Seal) : RESTRICTIONS
 : By Sister Margaret Mary Miller, : Dated May 3, 1972
 : President, Attest: Sister Agnes : Filed May 9, 1972
 : Pegan, Secretary, :
 : and :
 : The Omaha National Bank, Trustee :
 : By Stanley A. Traub, Second Vice- :
 : President, :
 : and :
 : John W. Bucholz and Joan P. :
 : Bucholz. :

This Agreement entered into this 3 day of May, 1972, between DUCHESNE COLLEGE AND CONVENT OF THE SACRED HEART, a Nebraska corporation, referred to herein as "Duchesne", and THE OMAHA NATIONAL BANK, Trustee, referred to herein as "Trustee", and JOHN W. BUCHOLZ and JOAN P. BUCHOLZ, referred to herein as "Bucholzes".

W I T N E S S E T H:

WHEREAS, by deeds dated March 4, 1966 Trustee and Frederick H. Bucholz and Naomi T. Bucholz, conveyed certain property to Duchesne, subject to certain covenants and restrictions contained in said deeds which are recorded at Book 1280, pages 445 et seq. and 437 et seq. of the Deed Records of Douglas County, Nebraska, and

WHEREAS, said covenants and restrictions were modified by agreements recorded at Book 485, page 677 et seq. and Book 488, page 669 et seq. of the Miscellaneous Records of the Register of Deeds Office of Douglas County, Nebraska, and

WHEREAS, Trustee and Bucholzes are the "adjoining property owners" referred to in said covenants and restrictions, and are referred to herein as the adjoining property owners, and

WHEREAS, in accordance with the right so to do stated in said covenants and restrictions, said adjoining property owners and Duchesne desire to modify said covenants and restrictions as herein provided.

NOW, THEREFORE, it is agreed as follows:

I

A new Paragraph, number 3, shall be added to Paragraph B of the aforesaid covenants and restrictions, which Paragraph 3 shall be as follows:

"3. Notwithstanding the provisions of Paragraphs 1 and 2 of this Paragraph B,

A. If, but only if, the hereinafter described 15.84 acres is developed in accordance with the condominium restrictions on use set forth herein, that portion of the tract containing approximately 3.18 acres and described on Exhibit A attached

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hereto and made a part hereof may be used in accord with the restrictions and limitations hereinafter set forth and referred to for convenience as the 3.18 acre restrictions on use.

B. That portion of the tract containing approximately 15.84 acres and described on Exhibit B attached hereto and made a part hereof may be used for the erection and maintenance thereon of a condominium development, provided however, such development shall meet and shall be subject to the restrictions, limitations and approval hereinafter set forth and referred to herein for convenience as the condominium restrictions on use.

C. The 3.18 acre restrictions on use shall be as follows:

- (1) Any use shall meet all of the requirements, other than the height requirement, but including the area and density requirement, of ninth resident district zoning under the Omaha Nebraska Zoning Ordinances in effect on the date hereof, and, as to height, no portion of any structure shall exceed 80 feet in height above the existing grade.
- (2) All retailing in the structures shall be internalized, that is, there shall be no outside ingress or egress for any retailing activity, and such internalized retailing activity shall be limited to pharmacies, restaurants, and to shops selling tobacco, confections and similar items which retailing shall be permissible without regard to the zoning required for same.
- (3) No illuminated signing shall face in a westerly direction.
- (4) No portion of any structure on the aforesaid 3.2 acres shall be devoted to hotel or motel use.

D. The condominium restrictions on use, covering the aforestated 15.84 acres and referred to herein as "the condominium tract", shall be as follows:

- (1) The condominium units shall be for single family residential use, and there shall be no more than two individual family condominium units in any single structure and not more than 56 family units in the entire condominium tract, plus one gate house to be located in the southeast quarter of the condominium tract.

The individual family condominium units, except such gatehouse, shall have an inside useful living area, excluding porches, patios, terraces and garages of not less than 1,500 square feet. There shall be no detached storage or maintenance sheds or structures within 200 feet of the west boundary line of the condominium tract.

- (2) No street shall be platted through the west boundary line of the condominium tract without the express written consent of the adjoining property owners and, unless the plan for same is approved by the adjoining property owners, there shall be no streets or structures other than the fence covered in (3) immediately below and pedestrian ways not more than six feet in width, located on the west 40 feet of the condominium tract.
- (3) All fencing located on the west boundary line of the condominium tract shall be black vinyl coated chain length fence not exceeding 60 inches in height, except for posts which may be not more than 72 inches in height. All such fencing shall have an open appearance and shall be so constructed that it shall be possible to see through at least 50% of its surface area when viewed horizontally. No part of any fence shall be located closer than three feet to the west boundary line of the condominium tract, and occasional plantings shall be made in the area west of the fence.
- (4) There shall be no retailing and no illuminated signing on the condominium tract.
- (5) All exterior lighting on the condominium tract shall be directed basically downward and shall be installed and shielded so that the light generating element is not visible beyond the west boundary line of the tract. Street and parking area lighting shall be by carriage lamp poles and fixtures or similarly attractive poles and fixtures and shall not exceed 20 feet in height. All other exterior lighting, including pedestrian way lighting, in the condominium tract shall be by mushroom type fixtures not exceeding 30 inches in height.
- (6) All TV and FM antennas shall be constructed on the inside of the structures on the condominium tract and no towers or antennas of any kind, except a master TV antenna not exceeding 30 feet in height to be erected within 200 feet of

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the gatehouse, shall be constructed on the outside of any structure or on the grounds of the condominium tract, with the exception of aesthetically attractive flagpoles not exceeding 30 feet in height.

- (7) All electrical power, telephone and other utility lines within the condominium tract shall be underground. All rooftop plumbing, heating, air conditioning and similar equipment shall be screened or enclosed so as not to be visible on the property owned by the adjoining property owners, and all outside trash receptacles and plumbing, heating and air conditioning and similar apparatus not covered by the foregoing shall be enclosed or screened in such a manner that it is not visible from the west property line of the tract. There shall be no outside incineration of waste on the condominium tract.
- (8) Grade transitions within the west 200 feet of the condominium tract shall be accomplished by grass slopes not exceeding one foot of vertical rise to three feet of horizontal run. With respect to the grade between the west boundary line of the condominium tract and the west line of the street running along the west boundary line, if the 1 to 3 grade slope does not bring the grade flush with the street, the difference shall be retained by a rock rubble retaining wall not exceeding three feet in height, and if the difference is in excess of three feet, the retaining wall shall, only at those points which are in excess of three feet, be a decorative concrete retaining wall, such rock or rock and concrete retaining wall to be constructed immediately adjacent to the street's west curb.
- (9) No portion of any structure on the condominium tract shall have an overall height in excess of 35 feet above the surrounding grade.
- (10) Any change from the final site layout plan and grading plan for the condominium tract approved by the property owners in accord with Paragraph 11 below and any variation from the provisions of this Paragraph D shall be made only after the prior written approval of the adjoining property owners is obtained.

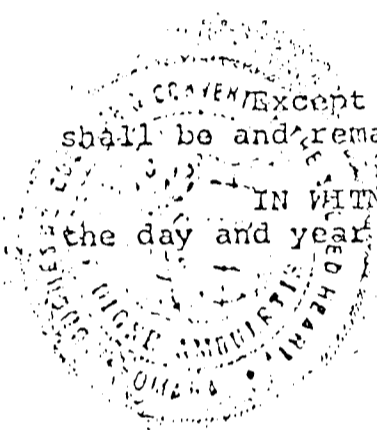
(11) The final site layout plan and the final grading plan for the condominium tract have been approved by the adjoining property owners and such approval has been endorsed thereon and copies so endorsed have been retained by the parties. The development of the condominium tract, except for minor changes in location only of structures on the east one-half of such condominium tract, shall be initially made and thereafter maintained during the life of these covenants and restrictions in accord with same. However, variations of same which are within the general intent of the land use set forth herein may be made with the written consent of the adjoining property owners.

E. An easement for ingress and egress to the aforesaid 15.84 acres to be granted at this time over, across and upon the approximate 1.17 acres of the subject property described on Exhibit C attached hereto and made a part hereof.

II

Except as herein modified such covenants and restrictions shall be and remain in full force and effect.

IN WITNESS WHEREOF the parties have signed this agreement the day and year first above written.



DUCHESNE COLLEGE AND CONVENT OF THE SACRED HEART, a Nebraska corporation

(Sister) Rose Regan
Secretary

By (Sister) Margaret Mary Miller
President

THE OMAHA NATIONAL BANK, Trustee

By Stanley A. Traub
Second Vice-President

John W. Bucholz
John W. Bucholz

Joan P. Bucholz
Joan P. Bucholz

ACK'D May 3, 1972 by Sister-Margaret Mary Miller, President of Duchesne College and Convent of the Sacred Heart, a Nebraska corporation in due form before Francis P. Matthews, Notary Public, Douglas County, Nebraska, with seal.
Commission expires September 16, 1972.

ACK'D May 3, 1972 by Stanley A. Traub, Second Vice President of The Omaha National Bank in due form before Francis P. Matthews, Notary Public, Douglas County, Nebraska, with seal.
Commission expires September 16, 1972.

ACK'D May 3, 1972 by John W. Bucholz and Joan P. Bucholz, before Francis P. Matthews, Notary Public, Douglas County, Nebraska, with seal.
Commission expires September 16, 1972.

Field Notes:

POOR COPY

- o Found Iron Pipe Monument
- o Set " " "

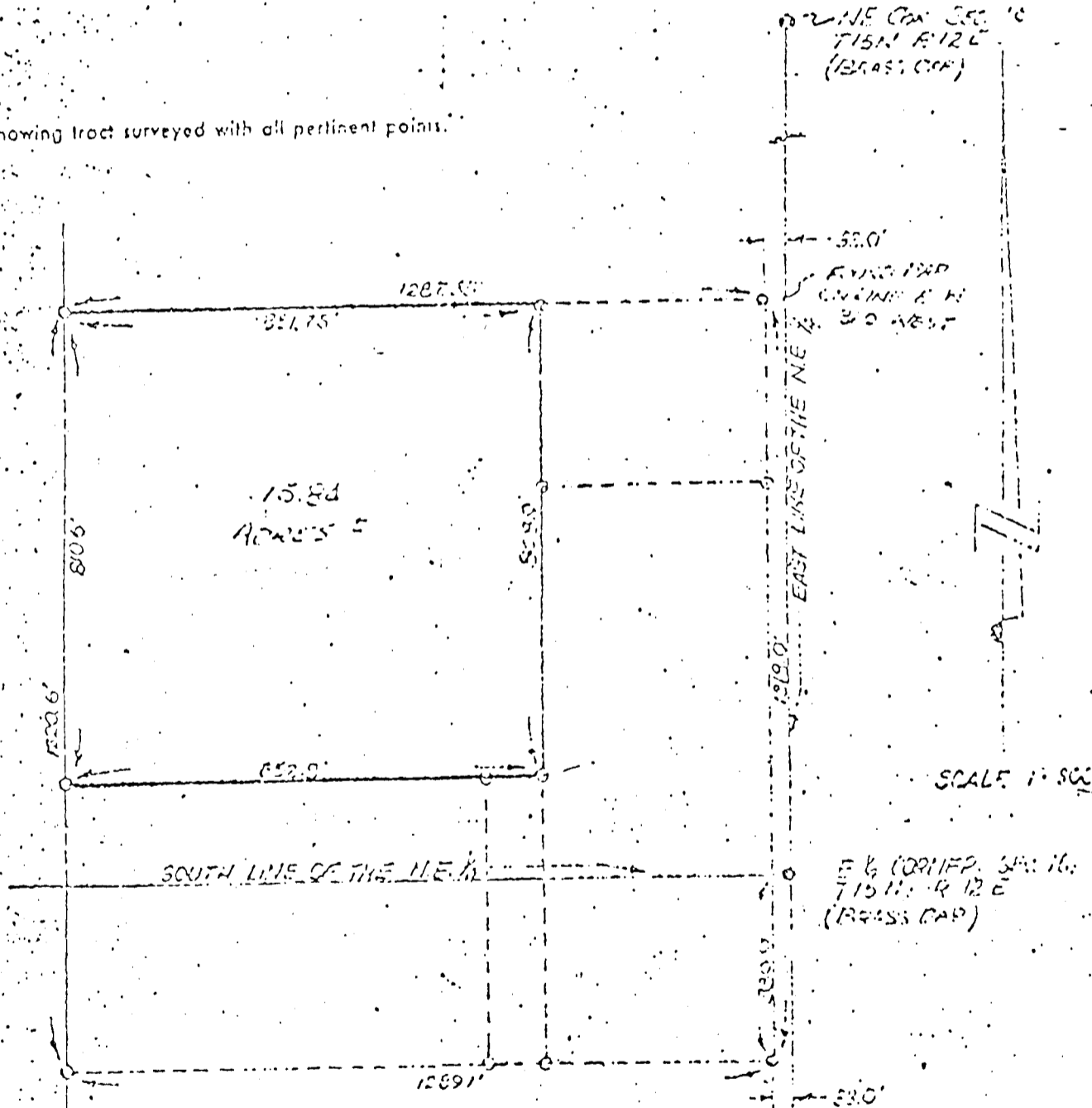
ATTACHED TO AND RECORDED WITH FOREGOING AGREEMENT IS FOLLOWING:

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

Plot to scale showing tract surveyed with all pertinent points.



Page 1 of Exhibit B to Agreement Modifying Covenants and Restrictions

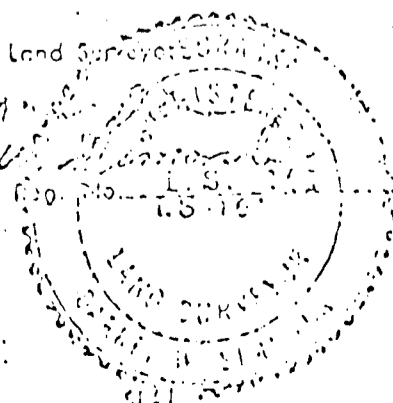
Signature of Land Surveyor

DATE RECEIVED _____

Date: October 19, 1971 P.M. No. 1576

OFFICIAL ADDRESS _____

OLD FORM NO. _____



LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

Plat to scale showing tract surveyed with all pertinent points

LEGAL DESCRIPTION

Beginning at a point Nine hundred eighty-eight and no tenths (988.0) feet North and Four hundred sixty-eight and six tenths (468.6) feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said point being also on the South line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a Westerly direction, along the South line of said Meadowbrook Addition, a distance of Eight hundred fifty-one and seventy-five hundredths (851.75) feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left, in a Southerly direction, along the West line of said Southeast Quarter of the Northeast, a distance of Eight hundred ten and six tenths (810.6) feet, thence left in an Easterly direction, along a straight line, a distance of Eight hundred fifty-two and eight tenths (852.8) feet, thence left in a Northerly direction, parallel to the East line of said Section 16, a distance of Eight hundred and eight and nine tenths (808.9) feet to the South line of said Meadowbrook Addition and the point of beginning, and containing a calculated area of 15.84 acres, more or less.

Signature of Land Surveyor
Darrel W. Simonds

Dated October 19, 1971

GEORGE E. EHRHART
County Surveyor and Engineer
Douglas County

POOR COPY.

Field Notes:

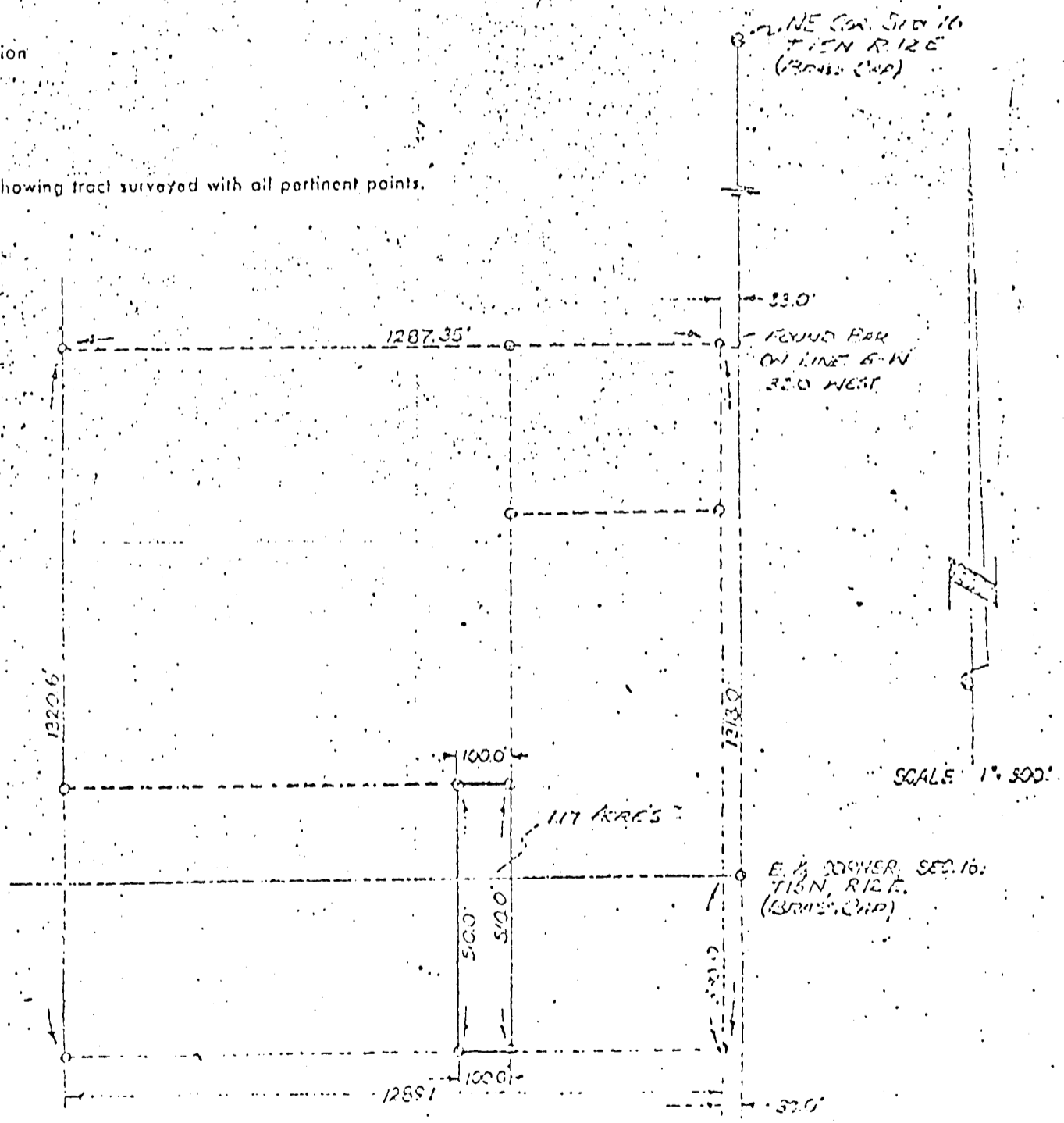
- o Found Iron Pipe Monument
- o Set " " "

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

Plot to scale showing tract surveyed with all pertinent points.



Page 1 of Exhibit C to Agreement Modifying Covenants and Restrictions

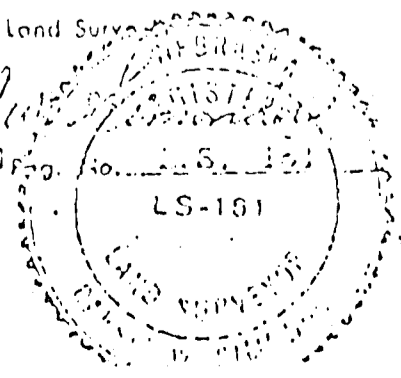
Signature of Land Surveyor

Handwritten signature

DATE RECEIVED: _____

Date: DECEMBER 2, 1970

OFFICIAL ADDRESS: _____



LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

Plat to scale showing tract surveyed with all pertinent points

LEGAL DESCRIPTION

Beginning at a point Three hundred thirty and no tenths (330.0) feet South and Four hundred sixty-eight and six tenths (468.6) feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, thence continuing in a westerly direction, along the previously described course, a distance of One hundred and no tenths (100.0) feet, thence right, in a Northerly direction, parallel to the East line of said Section 16, a distance of Five hundred ten and no tenths (510.0) feet, thence right, in an Easterly direction, parallel to the penultimately described course, a distance of One hundred and no tenths (100.0) feet, thence right, in a Southerly direction, parallel to the East line of said Section 16, a distance of Five hundred ten and no tenths (510.0) feet to the point of beginning and containing a calculated area of 1.17 acres, more or less.

Signature of Land Surveyor
Darrel U. Simonds

Dated October 19, 1971

Field Notes:

POOR COPY

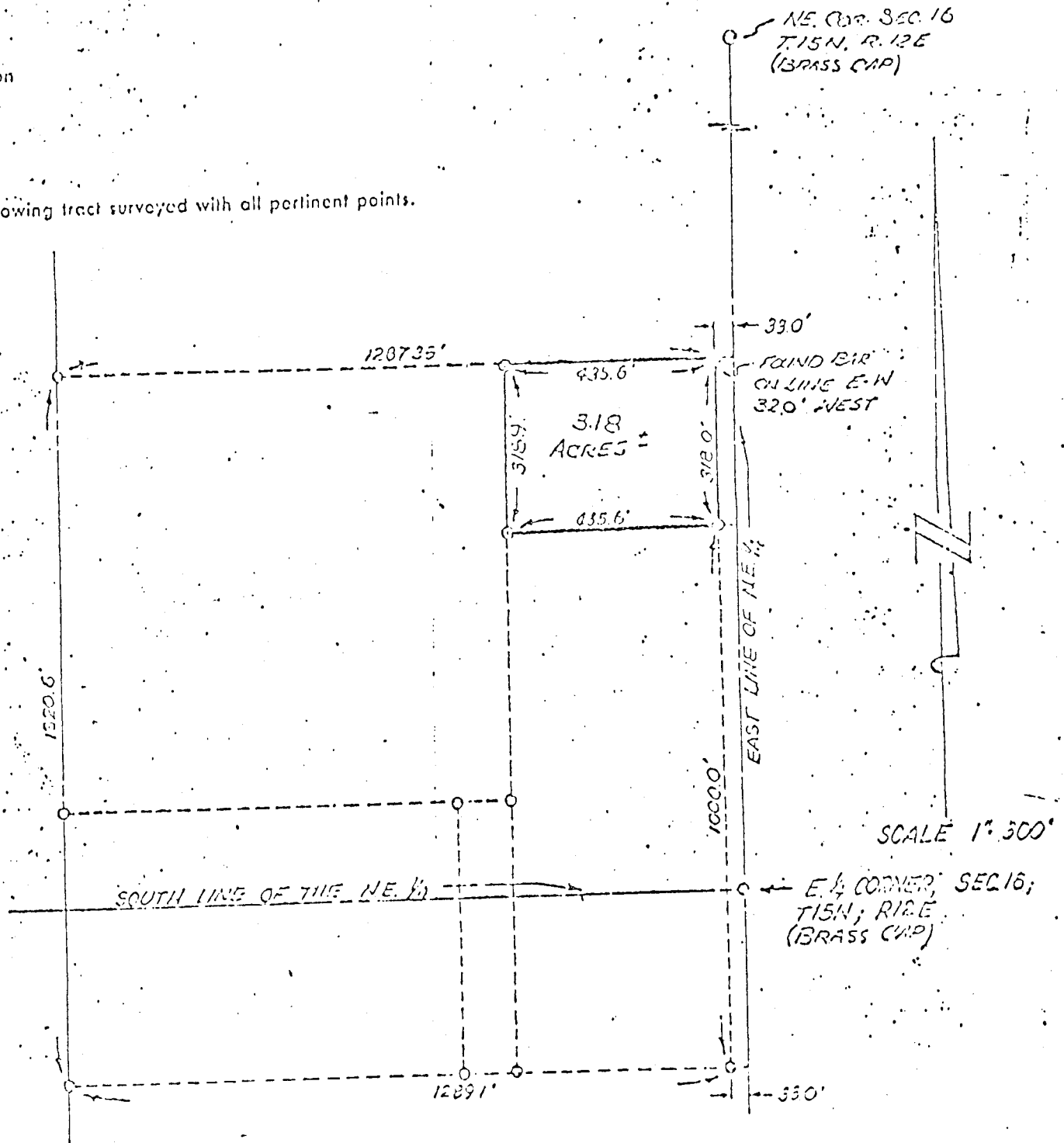
- o Found Iron Pipe Monument
- o Set " " "

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

Plot to scale showing tract surveyed with all pertinent points.



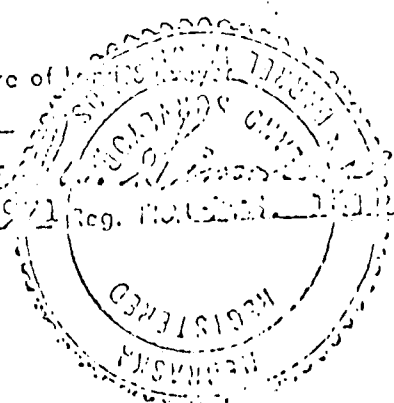
Page 1 of Exhibit A to Agreement Modifying Covenants and Restrictions

Signature of

Date: October 19, 1971 Reg. No. 1111

DATE RECEIVED:

OFFICIAL ADDRESS:



LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

Plat to scale showing tract surveyed with all pertinent points

LEGAL DESCRIPTION

Beginning at a point six hundred seventy and no tenths (670.0) feet North and thirty-three and no tenths (33.0) feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, thence left, in a Westerly direction, along a straight line, a distance of Four hundred thirty-five and six tenths (435.6) feet, thence right, in a Northerly direction, parallel to the East line of said Section 16, a distance of Three hundred eighteen and nine tenths (318.9) feet to the South line of Meadowbrook Addition to the City of Omaha Douglas County, Nebraska, thence right, in an Easterly direction, along the South line of said Meadowbrook Addition, a distance of Four hundred thirty-five and six tenths (435.6) feet to a point thirty-three and no tenths (33.0) feet Westerly of the East line of said Section 16, thence right, in a Southerly direction, parallel to and thirty-three and no tenths (33.0) feet Westerly of the East line of said Section 16, a distance of Three hundred eighteen and no tenths (318.0) feet to the point of beginning and containing a calculated area of 3.18 acres, more or less.

Signature of Land Surveyor
Darrel W. Simonds

Page 2 of Exhibit A

Dated October 19, 1971

No. 65 : Duchesne College and Convent of : EASEMENT
Foot 509 : the Sacred Heart, a Nebraska : Dated April 29, 1972
Page 699 : corporation (No seal) : Filed May 9, 1972
: By Sister Margaret Mary Miller, :
: President :
: to :
: The Villas Corporation :

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Duchesne College and Convent of the Sacred Heart, a Nebraska corporation, (Grantor), does hereby grant and convey to The Villas Corporation, a Nebraska Corporation, and its successors, assigns, invitees and agents, (Grantee), a perpetual easement and right to use the following described real estate, to wit:

Beginning at a point Three hundred thirty and no tenths (330.0) feet South and Four hundred sixty-eight and six tenths (468.6) feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, thence continuing in a westerly direction, along the previously described course, a distance of One hundred and no tenths (100.0) feet, thence right, in a Northerly direction, parallel to the East line of said Section 16, a distance of Five hundred ten and no tenths (510.0) feet, thence right, in an Easterly direction, parallel to the penultimately described course, a distance of One hundred and no tenths (100.0) feet, thence right, in a Southerly direction, parallel to the East line of said Section 16, a distance of Five hundred ten and no tenths (510.0) feet to the point of beginning and containing a calculated area of 1.17 acres, more or less.

Grantee shall be allowed the use of the easement premises for ingress to and egress

from the following described real estate, to wit:

Beginning at a point Nine hundred eighty-eight and no tenths (988.0) feet North and Four hundred sixty-eight and six tenths (468.6) feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said point being also on the South line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a Westerly direction, along the South line of said Meadowbrook Addition, a distance of Eight hundred fifty-one and seventy-five hundredths (851.75) feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left, in a Southerly direction, along the West line of said Southeast Quarter of the Northeast, a distance of Eight hundred ten and six tenths (810.6) feet, thence left, in an Easterly direction, along a straight line, a distance of Eight hundred fifty-two and eight tenths (852.8) feet, thence left, in a Northerly direction, parallel to the East line of said Section 16, a distance of Eight hundred eight and nine tenths (808.9) feet to the South line of said Meadowbrook Addition and the point of beginning, and containing a calculated area of 15.84 acres, more or less.

and the right to use the easement area shall inure to the benefit of all persons having any interest in said 15.84 acre tract. It is specifically understood that Grantee may create a condominium on the 15.84 acre tract and the right to the use of the easement area may be granted to all persons having any interest in any condominium located on said 15.84 acre tract.

Grantee may construct, install, reconstruct, repair and maintain paving or other street improvements on the easement area. Grantee shall be solely responsible for the maintenance and repair of any street improvement installed on the easement area and Grantor shall have no responsibility for repair or maintenance thereof and Grantee shall hold Grantor harmless and indemnify Grantor for all liability and expense by reason of Grantee's installation of street improvements or the maintenance or repair or failure of maintenance or repair thereof.

Grantor warrants to Grantee that Grantor has good title to the easement area and will warrant and defend the title against the claims of all persons whatsoever. Grantor shall pay or cause to be paid any delinquent taxes levied or assessed against the easement area. Grantee shall pay all non-delinquent and future taxes.

Executed this 29 day of April, 1972.

Duchesne College and Convent of the Sacred Heart, a Nebraska corporation

by (Sister) Margaret Mary Miller
President

ACK'D May 3, 1972 by Sister Margaret Mary Miller, President of Duchesne College and Convent of the Sacred Heart, a Nebraska corporation in due form before Francis P. Matthews, Notary Public, Douglas County, Nebraska, with seal. Commission expires September 10, 1972.

No. 66 : Sister Margaret Mary Miller : AFFIDAVIT
Misc. 509 : To : Filed May 9, 1972
Page 705 : Whom it may Concern :

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

SISTER MARGARET MARY MILLER, being duly sworn, deposes and says that she is the President of Duchesne College and Convent of the Sacred Heart, the owner of record of the following described real estate:

Beginning at a point 670.0 feet North and 33.0 feet West of the East One-Quarter corner of Section 16, Township 15, North, Range 12 East of the 6th P.M., Douglas County, Nebraska, thence left, in a Westerly direction, along a straight line, a distance of 435.6 feet, thence right, in a Northerly direction, parallel to the East line of said Section 16, a distance of 318.9 feet to the South line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence right, in an Easterly direction, along the South line of said Meadowbrook Addition, a distance of 435.6 feet to a point 33.0 feet Westerly of the East line of said Section 16, thence right, in a Southerly direction, parallel to and 33.0 feet Westerly of the East line of said Section 16, a distance of 318.0 feet to the point of beginning and containing a calculated area of 3.18 acres, more or less.

and,

Beginning at a point 988.0 feet North and 468.6 feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said point being also on the South line of Meadowbrook Addition, to the City of Omaha, Douglas County, Nebraska, thence continuing in a Westerly direction, along the South line of said Meadowbrook Addition a distance of 851.75 feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left, in a Southerly direction, along the West line of said Southeast Quarter of the Northeast, a distance of 810.6 feet, thence left, in an Easterly direction, along a straight line, a distance of 852.8 feet, thence left, in a Northerly direction, parallel to the East line of said Section 16, a distance of 808.9 feet to the South line of said Meadowbrook Addition and the point of beginning and containing a calculated area of 15.84 acres, more or less.

and,

Beginning at a point 330.0 feet South and 468.6 feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, thence continuing in a Westerly direction, along the previously described course, a distance of 100.0 feet, thence right, in a Northerly direction, parallel to the East line of said Section 16, a distance of 510.0 feet, thence right, in an Easterly direction, parallel to the East line of said Section 16, a distance of 510.0 feet, thence right, in an Easterly direction, parallel to the penultimately described course, a distance of 100.0 feet, thence right, in a Southerly direction parallel to the East line of said Section 16, a distance of 510.0 feet to the point of beginning and containing a calculated area of 1.17 acres, more or less.

That Duchesne College and Convent of the Sacred Heart is now in possession thereof. Sister Margaret Mary Miller

Subscribed and sworn to May 3, 1972 before Francis P. Matthews, Notary Public, with seal, Douglas County, Nebraska.

Commission expires September 16, 1972.

No. 67	: Duchesne College & Convent of	: WARRANTY DEED
Book 1454	: the Sacred Heart (Corporate Seal)	: Dated Apr. 29, 1972
Page 515	: By (Sister) Margaret Mary Miller,	: Filed May 9, 1972
	: President	: Cons: \$1.00 and other
	: Attest: (Sister) Agnes Regan, Secy.	: valuable
	: to	:
	: The Villas Corporation, a Nebraska	:
	: corporation	:

Conveys that tract of real estate bounded and described as follows: Beginning at a point 988.0 feet North and 468.6 feet West of the East $\frac{1}{4}$ corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said point being also on the South line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a Westerly direction, along the South line of said Meadowbrook Addition, a distance of 851.75 feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left, in a Southerly direction, along the West line of said Southeast Quarter of the Northeast a distance of 810.6 feet, thence left, in an Easterly direction, along a straight line a distance of 852.8 feet, thence left, in a Northerly direction, parallel to the East line of said Section 16, a distance of 808.9 feet to the South line of said Meadowbrook Addition and the point of beginning, and containing a calculated area of 15.84 acres, more or less, subject to the covenants and restrictions contained in paragraph 32 of the covenants and restrictions contained in the deeds recorded in Book 1280 of Deeds at Pages 437 and 445 of the Records in the office of the Register of Deeds of Douglas County, Nebraska, as modified by the terms and provisions of the Agreement Modifying Covenants and Restrictions recorded in Book 509 Page 685, of the Miscellaneous Records of Douglas County, Nebraska, and subject to the terms and provisions of the easement Agreement recorded in Book 435 Page 31 of the Miscellaneous Records of Douglas County, Nebraska.

Acknowledged April __, 1972 by Margaret Mary Miller, President of Duchesne College & Convent of the Sacred Heart, in due form before Francis P. Matthews, Notary Public, with seal, Douglas County, Nebraska. Commission expires September 16, 1972.

No. 68	: The Villas Corporation, a Nebraska	: MORTGAGE
Book 1925	: Corporation (Corporate Seal)	: Dated May 16, 1972
Page 671	: By Donald F. Benson, President	: Filed May 17, 1972
	: to	: Cons: \$2,000,000.00
	: The Omaha National Bank	:

Witnesseth, that the said party of the first part, for and in consideration of \$2,000,000.00, paid by said party to the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents, does grant, bargain, sell and convey, unto said party of the second part the following described real property situate in the County of Douglas and State of Nebraska, to-wit: Beginning at a point 988.0 feet North and 468.6 feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said point being also on the South line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a Westerly direction along the South line of said Meadowbrook Addition, a distance of 851.75 feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left, in a Southerly direction, along the West line of said Southeast Quarter of the Northeast Quarter, a distance of 810.6 feet, thence left, in an Easterly direction, along a straight line, a distance of 852.8 feet, thence left, in a Northerly direction, parallel to the East line of said Section 16, a distance of 808.9 feet to the South line of said Meadowbrook Addition and the point of beginning, and containing 15.84 acres, more or less;

together with an easement for ingress and egress over the following described property, to-wit: Beginning at a point 330.0 feet South and 468.6 feet West of the East one-quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, thence continuing in a Westerly direction, along the previously described course, a distance of 100.0 feet, thence right, in a North-erly direction, parallel to the East line of said Section 16, a distance of 510.0 feet, thence right, in an easterly direction, parallel to the penultimately described course, a distance of 100.0 feet, thence right, in a Southerly direction, parallel to the East line of said Section 16, a distance of 510.0 feet to the point of beginning and containing 1.17 acres, more or less;

together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, claims and demands whatsoever of the said party of the first part of, in or to said premises or any part, thereof; and said party of the first part does hereby covenant, that said party of the first part is lawfully seized of said premises, that said premises are free from encumbrance and that said party of the first part will warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon these conditions:

WHEREAS, said party of the first part has executed and delivered to the said party of the second part its promissory note in the original principal sum of \$2,000,000.00, executed on even date herewith and payable according to the terms thereof; and whereas, the party of the first part has agreed to keep the buildings, if any, upon said premises insured in some company or companies approved by said party of the second part, for the full insurable value against loss by fire and windstorm with extended coverage and deliver to said party of the second part the policy or policies containing a standard mortgage clause with the loss payable to said party of the second part, or assigns, and has agreed to pay all taxes and assessments against said premises before the same, by law, become delinquent, and has agreed that if said party of the first part does not provide such insurance, or fails to pay all taxes as aforesaid, then said party of the second part, or holder hereof, may pay such insurance and taxes, or either of them, and all amounts so paid by said party of the second part shall bear interest at the rate of nine per cent per annum from the date of payment, and this mortgage shall stand as security therefor, and said sum may be added to the amount of the mortgage debt, and the same recovered as a part thereof. Now, if the said party of the first part shall well and truly pay or cause to be paid the said sum of money in said note mentioned, with interest thereon according to the tenor and effect of said note and shall keep said buildings insured as aforesaid, and shall keep all taxes and assessments paid, and shall duly keep and perform all the other covenants and agreements herein contained, and shall duly keep and perform all of the covenants and agreements of that one certain Building Loan Agreement executed between Mortgagor and Mortgagee on even date herewith, then these presents to be null and void. But if said sum of money or any part thereof, or any interest thereon, is not paid when the same is due, or if said buildings shall not be kept insured as aforesaid, or if the taxes and assessments against said premises are not paid at or before the time the same become by law delinquent, or if said party of the first part shall fail to keep the perform any covenants herein contained, or if said party of the first part shall fail to keep and perform any covenants and agreements contained in said Building Loan Agreement, the holder hereof shall have the option to declare the whole of said indebtedness due and payable at any time after such failure or default, and may main-

tain an action at law or equity to recover the same, and the commencement of such action shall be the only notice of the exercise of said option required.

AND IT IS FURTHER PROVIDED AND AGREED, That the said Mortgagor shall and will pay all taxes levied upon this mortgage or the debt secured thereby, together with any other taxes or assessments which may be levied under the laws of Nebraska, against the said Mortgagee or the legal holder of the said principal note on account of this indebtedness.

AND IT IS FURTHER UNDERSTOOD AND AGREED, that Mortgagor will hereafter establish said premises as a condominium property regime, pursuant to Section 76-801, et seq., (R.R.S. Neb. 1943, as amended), and thereafter all condominium apartments and all common elements, both general and limited, appertaining to said apartments, constructed and established pursuant to said condominium property regime shall be subject to the lien of this mortgage and shall be the security for the obligation secured thereby. Mortgagee agrees to execute such instruments as may be necessary to evidence its consent to the establishment of the condominium property regime and the transfer of the lien of this mortgage to each condominium apartment. The Mortgagor shall be entitled to obtain releases from the lien of this mortgage of any of the said condominium apartments upon the payment of the consideration to be hereinafter mentioned, subject to the following conditions:

(a) The consideration to be paid by the Mortgagor to the Mortgagee for the release of each of said condominium apartments shall be in the amount of \$68,000.00 which shall be applied in reduction of the principal indebtedness due on said promissory note.

(b) The Mortgagor will submit to the Mortgagee each instrument of release which shall be in recordable form and which shall contain the legal description of the condominium apartment sought to be released.

(c) Each instrument of release of an individual condominium apartment, executed by Mortgagee and delivered to Mortgagor, shall be deemed to also release the lien of this mortgage on the undivided interest of the Mortgagor in the common elements, both general and limited, appertaining to said apartment without specifically or particularly referring to the same.

(d) The Mortgagor shall not be entitled to demand or obtain any release while a default exists in the performance of the terms or provisions of this mortgage, or of the obligation secured thereby, or of the said Building Loan Agreement.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby assigns to Mortgagee, its successors and assigns, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default as hereinafter provided, confers on Mortgagee herein the exclusive power, to be used or not in its sole discretion, to act as agent, or to appoint a third person to act as agent for Mortgagor, with power to take possession of, and collect all rents, issues and profits arising from, the mortgaged premises and apply such rents, issues and profits at the option of Mortgagee, to the payment of the mortgage debt, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing, in such order of priority as Mortgagee may in its sole discretion determine, and to turn any balance remaining over to Mortgagor, but such collection of rents, issues and profits shall not operate as an affirmation of any tenant or lease in the event the title to the property should be acquired by Mortgagee or by any other

purchaser at a foreclosure sale.

In exercising any of the powers in the preceding paragraph contained, Mortgagee may also, upon an event of default as aforesaid, take possession of, and for these purposes use, any and all personal property contained in the mortgaged premises and useful in the operation thereof. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, may be exercised concurrently with or independently of any other right or remedy hereunder or afforded by law. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

IN TESTIMONY WHEREOF, Mortgagor has hereunto caused its corporate seal to be affixed by its authority and these presents to be signed by its President.

ACK'D May 16, 1972 by Donald F. Benson, President of The Villas Corporation, in due corporate form before Thomas M. Andrews, General Notary Public, Douglas County, Nebraska, with seal. Commission expires June 13, 1973.

No. 69 : IN THE COUNTY CLERK'S OFFICE, DOUGLAS COUNTY, NEBRASKA
Book 157 : Articles of Incorporation : ARTICLES
 : of : Dated Jan. 20, 1972
Page 36 : The Villas Corporation : Filed Jan. 24, 1972

1. Name: THE VILLAS CORPORATION

2. Corporation shall be perpetual.

3. Purpose; To acquire, develop, improve, manage, own, deal in, sell and convey real estate of all kinds and to acquire, manage, own and deal in personal property of all kinds, to the extent permitted by law, to engage in any other business or activity desired by the corporation; to do everything necessary, proper, advisable or convenient for the accomplishment of the purposes hereinabove set forth, and to do all other things incidental thereto or connected therewith which are not forbidden by the laws of the State of Nebraska, or by these Articles of Incorporation.

4. Corporation shall have and exercise all powers and rights conferred upon corporations by the Nebraska Business Corporation Act, and shall have power as necessary to the attainment of the purposes of the corporation.

5. Corporation shall have authority to issue 1000 shares of common stock of the par value of \$100.00 per share for a total authorized capital of \$100,000.00.

6. Provides for interest of directors in certain transactions.

7. Registered office is 625 North 90 Street, Omaha, Nebraska, 68114 and registered agent at such address is Donald E. Benson.

8. Incorporator is: David C. Erickson
2526 Garden Road
Omaha, Nebraska, 68124

State of Nebraska)
Secretary's Office) SS

Received and filed for record January 21, 1972 and recorded on Film Roll 49 Miscellaneous Incorporations, page 605.

Allen J. Beermann, Secretary of State
By D. B. Weyers.

No. 70	: The Villas Corporation, a Nebraska	: EASEMENT
Misc. 514	: Corporation (Corporate Seal)	: Dated Aug. 24, 1972
Page 635	: By Donald F. Benson, President	: Filed Oct. 10, 1972
	: Attest: Secretary (signature	:
	: illegible)	:
	: to	:
	: Northwestern Bell Telephone Company	:
	: (Corporate Seal)	:
	: By District Engineer (signature	:
	: illegible)	:
	: And	:
	: Omaha Public Power District	:
	: By Assistant General Manager	:
	: (signature illegible)	:
	: Attest: Assistant Secretary	:
	: (signature illegible)	:

WITNESSETH:

That Whereas, Grantor is in the process of constructing and developing an apartment project located upon the following described real estate, to-wit:

Beginning at a point 988.0 feet North and 468.6 feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said point being also on the South line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a Westerly direction, along the South line of said Meadowbrook Addition, a distance of 851.75 feet to the West line of said Southeast Quarter of the Northeast Quarter of said Section 16, thence left, in a Southerly direction, along the West line of said Southeast Quarter of the Northeast, a distance of 810.6 feet, thence left in an Easterly direction, along a straight line a distance of 852.8 feet, thence left in a Northerly direction parallel to the East line of said Section 16, a distance of 808.9 to the South line of said Meadowbrook Addition and the point of beginning, and containing a calculated area of 15.84 acres, more or less.

to which it holds fee simple title, and since it is not intended to dedicate any streets, alleys, or public ways for public use, an easement is required over said real estate in favor of Grantees so that Grantees may construct and operate electric and telephone installations necessary to supply such services to this project.

Now therefore, in consideration of the Grantees installing said utilities to serve the said project, the Grantor does hereby grant to the Grantees, their successors and assigns, permanent licenses, easements and rights of way to erect, lay, maintain, operate, repair, relay and remove, at any time, service line, wires, cables, crossarms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sound of all kinds and the reception thereof, including all services of the Grantees to the improvements on the above described real estate, on, over, through, under and across a strip of land 10 feet in width, being 5 feet on each side of and parallel to facilities to be constructed and at all times to enter upon, for said purposes, all of the above described real estate, excepting those portions thereof which will be occupied by apartment structures and/or garages in accordance with the existing Planned Unit Development Plan which has been heretofore approved by the City Council of the City of Omaha, (the terms apartment house structures shall not include adjacent walks, driveways, parking areas or streets), and excepting those portions which may hereafter be occupied by a swimming pool and bathhouse, the specific location thereof to be hereafter agreed upon between the parties.

To Have and To Hold said easement and right of way under said Grantees, their successors and assigns.

Grantor covenants that it has good and lawful title to said real estate and will protect the Grantees in the possession and use thereof herein granted.

The Grantor and Grantees further covenant, promise and agree, for themselves, their heirs, successors and assigns, as follows:

1. Grantor, its successors or assigns, agree that it will at no time erect, construct, use or place on or below the surface of said land under which any such utility installations or facilities associated therewith are constructed, any building, structure, or pipeline, except walks, streets, parking areas or driveways, and that it will not permit anyone else to do so.

2. Grantees agree to restore the surface of the soil excavated for any purpose hereunder, to the original contour thereof as near as may be and to repair or replace the surface of any walks, streets, parking areas or driveways which may have been disturbed for any purpose hereunder as near as may be. Such restorations, repair or replacement shall be performed as soon as may reasonably be possible to do so.

It is mutually agreed by and between the parties that Grantees may extend any facilities constructed hereunder from which service to said project is accomplished through and beyond said project for service to others beyond said project the same as if said facilities were in dedicated streets, alleys or public ways.

3. It is mutually agreed by and between the parties that relocation of any utility installation or appurtenance constructed hereunder requested by Grantor or made necessary by a change of its development and construction of the project shall be accomplished by Grantees if reasonably possible, but the expense of so doing to be paid by Grantor, including costs on construction, surveys, recording and local fees and other costs incurred.

In Witness Whereof, the parties have caused this easement to be signed on the day and year first above written.

No witness. Acknowledged August 24, 1972 by Donald F. Benson, President of The Villas Corporation in due form for said Corporation, before Martha Ann Rogers, Notary Public, with seal, Douglas County, Nebraska. Commission expires April 11, 1976.

No. 71	: Olsberg Excavating Company	: MECHANIC'S LIEN
Book 141	: a Nebraska Corporation	: Dated Nov. 24, 1972
Page 609	: By Verlyn Olsberg, President	: Filed Nov. 30, 1972
	: vs	:
	: The Villas Corporation	:

Claims a lien for \$28,011.25 together with interest thereon at the legal rate from September 20, 1972 on: That tract of real estate bounded and described as follows: Beginning at a point 988.0 feet North and 468.6 feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said point being also on the South line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a Westerly direction, along the South line of said Meadowbrook Addition, a distance of 851.75 feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left, in a Southerly direction, along the West line of said Southeast Quarter of the Northeast a distance of 810.6 feet, thence left, in an Easterly direction, along a straight line a distance of 852.8 feet, thence left, in a Northerly direction, parallel to the East line of said Section 16, a distance of 808.9 feet to the South line of said Meadowbrook Addition and the point of beginning, and containing a calculated area of 15.84 acres, more or less.

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20, 1972. First item dated May 3, 1972 and last item dated September

Olsberg Excavating Company,
a Nebraska corporation
By Verlyn Olsberg, President

Subscribed in my presence and sworn to before me this 24th day of November, 1972.

Dennis M. Connolly,
Notary Public

(Notarial Seal)
Commission expires February 15, 1975.

No. 72 : Dennis M. Connolly : NOTICE AND AFFIDAVIT
Book 141 : to :
Page 620 : Whom It May Concern : Filed Dec. 1, 1972

Please take notice that the attached is a copy of the Mechanic's Lien which has been filed in the Office of the Register of Deeds of Douglas County, Nebraska on the 30th day of November, 1972, at Book 141 Page 609.

State of Nebraska)
County of Douglas) ss

The undersigned, being first duly sworn says that he is one of the attorneys for the mechanic's lien claimant hereof, and that on the 30th day of November, 1972, he mailed a copy of the attached mechanic's lien and notice to the following parties shown on the indexes of the Register of Deeds to be the owners of record of such real property on the date of the filing of the lien addressed as shown opposite each name, to-wit:

Name	Address
The Villas Corporation	625 North 90th Street, Omaha, Nebraska, 68114
The Omaha National Bank	17th and Farnam Streets, Omaha, Nebraska, 68102

that each communication was properly stamped with sufficient postage and deposited in the post office or some subdivision of the postal department where mail may properly and legally be deposited for collection and transmission; further affiant states that such party, and its attorney, after diligent investigation and inquiry, were unable to ascertain and do not know the post office address of any other party appearing to have a direct legal interest in the above matter.

Dennis M. Connolly

Subscribed and sworn to before the undersigned on the 30th day of November, 1972.

Clayton Byam,
Notary Public

(Notarial Seal)
Commission expires November 25, 1975.

No. 73 : MASTER DEED AND BY-LAWS :
Book 1476 : Establishing :
Page 37 : THE SUMMIT CONDOMINIUM : Filed Mar. 22, 1973
: PROPERTY REGIME :

The Villas Corporation, being the owner of the following described property, to-wit: A portion of that certain 15.84 acres tract conveyed to The Villas Corporation by Duchesne College & Convent of the Sacred Heart under Corporation Warranty Deed, dated April 29, 1972, and recorded May 9, 1972, in Book 1454 at Page 515 of Deed Recorded of Douglas County, Nebraska, said portion being described as follows; (references in the following description to "property lines" or "property corner" refer to the property lines and property corners of the said 15.84 acre tract), to-wit: Beginning at a point 180 feet north and 468.6 feet west of the east one-quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, thence in a northerly direction along the east property line and parallel to the east line of said Section 16, a distance of 125 feet, thence left in a westerly direction 89 59', and parallel to the south property line a distance of 90 feet, thence

left 90°01' and parallel to the east property line a distance of 93 feet to a point thence right 90°01' and parallel to the south property line a distance of 213.3 feet, thence right 77°30' in a north westerly direction a distance of 262 feet, thence right 12°29' and parallel to the east line of said Section 16 a distance of 521.81 feet to a point which lies on the north property line and is 360 feet from the north-east property corner, thence left 89°53' and on said north property line in a westerly direction a distance of 491.75 feet to the northwest property corner which is on the west line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left 90°02' along the west line of said Southeast Quarter of the Northeast Quarter a distance of 810.6 feet, thence left 90°04' along the south property line a distance of 852.8 feet to the point of beginning, together with an easement for ingress and egress from said property (and other property) described as follows, to-wit:

Beginning at a point 330.0 feet south and 468.6 feet west of the east one-quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, thence continuing in a westerly direction, along the previously described course; a distance of 100.0 feet, thence right, in a northerly direction, parallel to the east line of said Section 16, a distance of 510.0 feet, thence right, in an easterly direction, parallel to the penultimately described course a distance of 100.0 feet, thence right, in a southerly direction, parallel to the east line of said Section 16, a distance of 510.0 feet to the point of beginning and containing a calculated area of 1.17 acres, more or less, pursuant to easement document recorded in Book 509 at Page 699 of the Miscellaneous Records of Douglas County, Nebraska; all said land and easement being subject to the covenants and conditions contained in paragraph 32 of the covenants and restrictions contained in the deeds recorded in Book 1280 of Deeds at Page 437 and 445 of the records in the Register of Deeds of Douglas County, Nebraska, as modified by the terms and provisions of the Agreement Modifying Covenants and Restrictions, recorded in Book 509 at Page 685 of the Miscellaneous Records of Douglas County, Nebraska, and further subject to the terms and provisions of the Easement Agreement recorded in Book 435 at Page 31 of the Miscellaneous Records of Douglas County, Nebraska; provided, however, the total land area subject to this Condominium Regime is subject to being enlarged and more Units added with equal rights, all as more specifically provided in Paragraph 32 hereof; hereby declares its desire to submit said property to the Regime established by Sections 76-801 through 76-823, R. R. S. Nebraska, 1943, hereinafter called the Condominium Property Act, and does hereby declare that the above described property and all buildings and improvements now or hereafter constructed thereon is hereby established as a condominium regime under the Condominium Property Act, to be hereafter known as "The Summit Condominium Property Regime, which shall contain the following units:

Units Number 1 to 30 inclusive, on the attached Map, which is Exhibit A hereto. (The letters A, B and C in the Unit Numbers only indicate the type of buildings and have no significance hereunder except to show the size of each Unit.)

Each of said Units is located as shown on the Map. Each Unit shall consist of the area and improvements within the confines of such Unit, except for those items hereinafter defined as "Common Elements". Plans of Each Unit as constructed shall be furnished by Declarant to the Board of Administrators and retained by such Board.

The basic value of the property and each Unit and the respective percentage of each Unit in the Common Elements is indicated on Exhibit B hereto.

The Summit Condominium Property Regime (sometimes herein referred to as "The Summit"), shall be governed by the following covenants, conditions, restrictions, and by-laws which shall run with the land and bind all co-owners, tenants of such owners, employees and any other person who use the property, including any persons who acquire the interest of any co-owner through foreclosure, enforcement of any lien or otherwise, and the following shall also constitute the by-laws of The Summit:

1. Definitions:

A. "Declarant" shall mean The Villas Corporation, a Nebraska

corporation, which has made and executed this Declaration;

B. "Declaration" shall mean this instrument by which The Summit is established as provided under the Nebraska Condominium Property Act.

C. "Project" shall mean the entire parcel of real property referred to in this Declaration to be divided into condominiums, including all structures thereon.

D. "Map" shall mean the survey of the property and description of each Unit which is attached hereto as Exhibit A, including the pages attached showing the elevation and structure of the Units.

E. "Unit" shall mean and refer to the separate Units described and shown on the Map, being 2 Units located in each building, for a total of 30 Units. "Unit" shall not include any Common Elements "Apartment" as used in the Condominium Property Act shall refer to a "Unit".

F. "Co-owner" will mean a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, that owns any Condominium;

G. "Association of Co-owners" shall mean an association of all co-owners. Such association may be a non-profit corporation formed for the purpose of which all co-owners shall be members. Whether an unincorporated association or a non-profit corporation, the Association of Co-owners shall bear the name of "The Summit Homeowner's Association."

H. "Majority of Co-owners" shall mean more than 50 percent of the possible votes indicated on Exhibit B.

I. "Board of Administrators" shall mean the governing Board of the Association of Co-owners consisting of five owners selected by the Co-owners, or, if the Association is a corporation, the five Directors thereof selected by the Members.

J. "Common Elements", which shall be general common elements, shall mean and include:

1. All the land described previously subjected to the Condominium Regime, including the easement for ingress and egress, but said easement shall be subject to the right of others to use the easement for ingress to and egress from the balance of the land entitled to such use as described in the easement document.

2. The foundations, exterior and common walls, including exterior windows, roofs, and entrances and exist or communication ways of each Unit.

3. The basements, yards, pools, putting greens, gardens, sidewalks, and barbeque areas.

4. The premises for the lodging of janitors or persons in charge of the building or buildings;

5. The installations of lines and systems of central services such as power, light, gas, cold and hot water, refrigeration, streets, periphery fence and gate.

6. All other elements of the property not included within the confines of any Unit.

K. "Owner" shall mean any person with ownership interest in a Condominium in the Project.

L. "Condominium" shall mean the entire estate in the property owned by any co-owner, consisting of an undivided interest in the Common Elements and ownership of a separate interest in a Unit; each Condominium shall be known as "Unit No. ___ of The Summit Condominium Property Regime" and such description shall be sufficient to insert in any conveyance of a Condominium to fully convey such Condominium.

M. "Manager" shall mean the person or firm designated by the Board of Administrators to manage the affairs of the Project.

N. "Mortgage" shall mean a Deed of trust as well as a mortgage.

O. "Mortgagee" shall mean a beneficiary under or holder of a deed of trust as well as a mortgagee.

P. "Record" means to file or record with the Register of Deeds Office in Douglas County, State of Nebraska.

Q. "Condominium Act" shall mean the Nebraska Condominium Property Act.

R. "Encumbrancer" shall mean any person holding any lien of any kind on any Unit.

2. Voting: At any meeting of the Co-owners, each Co-owner, including Declarant, shall be entitled to cast the number of votes as shown on Exhibit B for each Unit owned by such Co-owner. Any Co-owner may attend and vote at such meeting in person or by an agent duly appointed by instrument in writing, signed by the Co-owner and filed with the Board of Administrators or the Manager. Any designation of an agent to act for a Co-owner may be revoked at any time by written notice to the Board of Administrators or Manager and shall be deemed revoked when the Board of Administrators or the Manager shall receive actual notice of the death or judicially declared incompetence of such Co-owner or of the conveyance by such Co-owner of his Condominium. Where there is more than one record owner, any or all such persons may attend any meeting of the Co-owners, and if only one Owner shall attend, he may vote all the votes to which his Unit is entitled, but if more than one Owner is present it shall be necessary for all Owners of a Unit present to act unanimously in order to cast the votes to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons. Declarant shall be entitled to vote with respect to any Condominium owned by Declarant.

In the event that a notice of default is recorded by any Mortgagee who holds a Mortgage which is a first lien on a Condominium against the Co-owner of the Condominium covered by the Mortgage, then and in that event and until the default is cured, the right of the Co-owner of such Condominium to vote shall be transferred to the Mortgagee recording the notice of default.

3. Meetings: "Meeting of Co-owners" as used herein shall mean a meeting of the Association of Co-owners. The presence at any meeting of Co-owners having the majority of the total votes shall constitute a quorum. In the event that a quorum is not present at any meeting the Co-owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all Co-owners in accordance with the provisions of Paragraph 4 hereof, and at that meeting the presence of Co-owners holding in excess of 30 percent of the total votes shall constitute a quorum for the transaction of business; but in the event a quorum is not present at that meeting, the Co-owners present, though less than a quorum, may give notice to all the Co-owners in accordance with Paragraph 4 of an adjourned meeting, and, at that meeting, whatever Co-owners are present shall constitute a quorum. Unless otherwise expressly provided in this Declaration, any action may be taken at any meeting of the Co-owners upon the affirmative vote of the majority of the voting power of the Co-owners present and voting provided that the quorum is present as provided for above.

A. Annual Meeting. There shall be a meeting of the Co-owners on the first Tuesday of May of each year at 8:00 P. M., or at such other reasonable time (not more than 60 days before or after such date) and place as may be designated by written notice of the Board of Administrators delivered to the Co-owners not less than ten days prior to the date fixed for said meeting. At the annual meeting, the Board of Administrators shall present an audit of the common expenses, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Co-owner; and the estimated common expenses for the current calendar year. Within ten days after the annual meeting, said statement shall be delivered to the Co-owners not present at said meeting.

B. Special Meetings. Special Meetings of the Co-owners may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Co-owners, or for any other reasonable purpose. Said meeting shall be called by written notice, signed by a majority of the Board of Administrators, or by the Co-owners having one-third of the total votes, and delivered not less than fifteen days prior to the date fixed for said meeting. Said notice shall specify the date, time and place of the meeting, and the matters to be considered thereat.

4. Notices: Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed to such person at the address given by such person to the Board of Administrators or the Manager for the purpose of service of such notice or to the Unit of such person if no address has been given to the Manager. Such address may be changed from time to time by notice in writing to the Board of Administrators or the Manager.

5. Election and Proceedings of the Board of Administrators.

A. Election. At each annual meeting, subject to the provisions of sub-paragraph 5E hereof, the Co-owners shall elect owners to fill vacancies on the Board of Administrators; provided, however, that a first temporary Board of Administrators may be elected at a special meeting duly called, said temporary Board of Administrators to serve until the first annual meeting held thereafter. Every Co-owner entitled to vote at any election of members of the Board of Administrators may accumulate his votes and give one candidate a number of votes equal to the number of members of the Board of Administrators to be elected, multiplied by the number of votes to which such Co-owner is otherwise entitled, or distribute his votes on the same principle among as many candidates as he thinks fit. The candidates receiving the highest number of votes up to the number of members of the Board of Administrators to be elected shall be deemed elected.

B. Term. The five members of the Board of Administrators shall serve for a term of two years; provided that three of the five members of the first permanent Board of Administrators elected shall serve a one-year term and the other two shall serve a two-year term. The members of the Board of Administrators shall serve until their respective successors are elected, or until their death, resignation or removal; provided that if any member ceases to be a Owner, his membership on the Board of Administrators shall thereupon terminate.

C. Resignation and Removal. Any member may resign at any time by giving written notice to the Manager, and any member may be removed from membership on the Board of Administrators by vote of the Co-owners; provided that unless the entire Board of Administrators is removed, an individual member shall not be removed if the number of votes cast against his removal exceeds 20 percent of the total number of votes indicated on Exhibit B.

D. Proceedings. Three members of the Board of Administrators shall constitute a quorum and, if the quorum is present, the decision of a majority of those present shall be the act of the Board of Administrators. The Board of Administrators shall elect a Chairman, who shall preside over both its meetings and those of the Co-owners. Meetings

of the Board of Administrators may be called, held and conducted in accordance with such regulations as the Board of Administrators may adopt. The Board of Administrators may also act without a meeting by unanimous written consent of its members.

E. Declarant Performs Functions. Until a date three years from the date of completion of construction of the Project or until all Units have been sold by Declarant whichever is sooner, the rights, duties and functions of the Board of Administrators shall at Declarant's option be exercised by Declarant.

F. Members of the Board of Administrators shall receive no compensation.

6. Authority of the Board of Administrators. The Board of Administrators for the benefit of the Condominiums and the Co-owners, shall enforce the provisions hereof and shall acquire and pay out of the common expense fund hereinafter provided for, the following:

A. Water, sewer, garbage collection, electrical, telephone and gas and other necessary utility service for the Common Elements (and to the extent not separately metered or charged, for the Units).

B. A policy or policies of fire insurance as the same are more fully set forth in paragraph 24 of this Declaration, with extended coverage endorsement, for the full insurable replacement value of the Units and Common Elements, payable as provided in paragraph 26, or such other fire and casualty insurance as the Board of Administrators shall determine gives substantially equal or greater protection to the Co-owners, and their Mortgagees, as their respective interests may appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of the Mortgagee or Mortgagees of each Condominium, if any.

C. A policy or policies as the same are more fully set forth in paragraph 24 of this Declaration insuring the Board of Administrators, the Co-owners, and the Manager against any liability to the public or to the Co-owners (of Units and of the Common Elements, and their invitees or tenants)

incident to the ownership and/or use of the Project and including the personal liability exposure of the Co-owners. Limits of liability of such insurance shall not be less than \$300,000 for any one person injured, for any one accident, and shall not be less than \$100,000 for property damage for each occurrence (such limits and coverage to be reviewed at least annually by the Board of Administrators and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

D. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws.

E. The services of a person or firm to manage its affairs (herein called the "Manager") to the extent deemed advisable by the Board of Administrators as well as such other personnel the Board of Administrators shall determine shall be necessary for the operation of the Common Elements, whether such personnel are employed directly by the Board of Administrators or furnished by the Manager.

F. Legal and accounting services necessary or proper in the

operation of the Common Elements or the enforcement of this Declaration.

- G. A fidelity bond naming the Manager, and such other persons as may be designated by the Board of Administrators as principals and the Co-owners as obligees, for the first year in an amount at least equal to 25 percent of the estimated cash requirement for that year as determined Under Paragraph 9 hereof, and for each year thereafter in an amount at least equal to 25 percent of the total sum collected through the common expense fund during the preceding year.
- H. Painting, maintenance, repair and all landscaping of the Common Elements, and such furnishings and equipment for the Common Elements, as the Board of Administrators shall deem necessary and proper, and the Board of Administrators shall have the exclusive right and duty to acquire the same for the Common Elements; provided, however, that the interior surfaces of each Unit shall be painted, maintained and repaired by the Co-owners thereof, all such maintenance to be sole cost and expense of the particular Co-owner.
- I. Any other materials, supplies, labor services, maintenance repairs, structural alterations, insurance, taxes or assessments, which the Board of Administrators is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation of the Common Elements or the enforcement of this Declaration, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Units, the cost thereof shall be specially assessed to the Co-owners of such Units.
- J. Maintenance and repair of any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board of Administrators to protect the Common Elements or preserve the appearance and value of the Project, and the Co-owner or Co-owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board of Administrators to said Co-owner or Co-owners, provided that the Board of Administrators shall levy a special assessment against the Condominium of such Co-owner or Co-owners for the cost of said maintenance or repair.

The Board of Administrators' power herein above enumerated shall be limited in that the Board of Administrators shall have no authority to acquire and pay for out of the common expense fund capital additions and improvements (other than for purposes of replacing portions of the Common Elements, subject to all the provisions of this Declaration) having a cost in excess of \$5,000 except as expressly elsewhere provided herein.

- 7. Board of Administrators Powers, Exclusive. The Board of Administrators shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made from the common expense fund.
- 8. Alterations, Additions and Improvements of Common Elements. There shall be no structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of \$5,000

without the prior approval of Co-owners holding a majority of the total vote.

9. Common Expenses: Assessments.

- A. Prior to the beginning of each calendar year the Board of Administrators shall estimate the net charges to be made during such year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund). Said "estimated cash requirement" shall be assessed to the Co-owners pursuant to the percentages set forth in the schedule attached hereto and marked Exhibit B. Declarant will be liable for the amount of any assessment against completed Units owned by Declarant. If said sum estimated proves inadequate for any reason, including non-payment of any Co-owner's assessment, the Board of Administrators may at any time levy a further assessment, which shall be assessed to the Co-owners in the same proportions unless otherwise provided herein. Each Co-owner shall be obliged to pay assessments pursuant to this paragraph to the Board of Administrators in equal monthly installments on or before the first day of each month during such year or in such other reasonable manner as the Board of Administrators may designate. Notice of any change in assessment from the assessment currently in effect shall be given to each Co-owner at least 10 days before such assessment change becomes effective.
- B. The rights, duties and functions of the Board of Administrators set forth in this paragraph shall be exercised by Declarant for the period ending thirty days after the election of the first Board of Administrators hereunder.
- C. All funds collected hereunder shall be expended for the purposes designated herein.
- D. The omission by the Board of Administrators, before the expiration of any year, to fix the assessments hereunder for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Co-owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective only upon unanimous written consent of the Co-owners and their Mortgagees. No Co-owner may exempt himself from liability for this contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.
- E. The Board of Administrators shall keep or cause to be kept a book with a detailed account, in chronological order, of the receipts and expenditures affecting the Project, and its administration and specifying maintenance and repair expenses of the Common Elements and all other expenses incurred. Both said book and the vouchers accrediting the entries made thereupon shall be available for examination by all the Co-owners at convenient hours on working days that shall be set and announced for general knowledge.

10. Default in Payment of Assessments. Each monthly regular assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Co-owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the Co-owner of any Condominium, plus interest at 9 percent, and costs, including reasonable attorneys' fees, shall become a lien upon such Condominium upon recordation of a notice of assessment as provided in Section 76-817 of the Condominium Property Act. The said lien for non-

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payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only

1. Tax and special assessment liens on the Condominium, and
2. Encumbrances on the Co-owners Condominium recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the Board of Administrators stating the indebtedness secured by the lien upon any Condominium created hereunder, shall be conclusive upon the Board of Administrators and the Co-owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Co-owner or any encumbrancer or prospective encumbrancer of a Condominium upon request at a reasonable fee not to exceed \$10.00. Unless the request for a certificate of indebtedness shall be complied with within ten days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on a Condominium may pay any unpaid common expenses payable with respect to such Condominium and upon such payment such encumbrancer shall have a lien on such Condominium for the amount paid at the same rank as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof, the Board of Administrators shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and release of the lien thereof. Such lien for nonpayment of assessment may be enforced by a sale of the Condominium subject to such lien by the Board of Administrators or a bank or trust company or title insurance company authorized by the Board of Administrators, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust and mortgages or in any manner permitted by law. In any foreclosure or sale, the Co-owner shall be required to pay the costs and expenses of such proceedings and reasonable attorneys' fees.

In case of foreclosure, the Co-owner shall be required to pay a reasonable rental for the Condominium and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Board of Administrators or Manager shall have the power to bid in the Condominium at foreclosure or other sale and to hold, sell, lease, mortgage and convey the Condominium.

11. Mortgage Protection. Notwithstanding all other provisions hereof:

- A. The liens created hereunder upon any Condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Paragraph 10 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as a Co-owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.
- B. No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to

recording of such amendment who does not join in the execution thereof.

C. By subordination agreement executed by a majority of the Board of Administrators, the benefits of A and B above may be extended to mortgages not otherwise entitled thereto.

12. Delegation to Manager. The Board of Administrators may delegate any of its duties, power or functions, including, but not limited to, the authority to give the certificate provided for in Paragraph X hereof, and the authority to give the subordination agreements provided for in Paragraph XI hereof, to any person or firm, to act as Manager of the Project, provided that any such delegation shall be revocable upon notice by the Board of Administrators. The members of the Board of Administrators shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board of Administrators. In the absence of any appointment, the Chairman of the Board of Administrators shall act as Manager.

Any Manager named or employed by Declarant shall be employed to manage only until the first election of a Board of Administrators at which time, the new Board of Administrators shall have the right to retain or discharge said Manager as it determines desirable in its discretion.

13. Exclusive Ownership and Possession by Co-owner. Each Co-owner shall be entitled to exclusive ownership and possession of his Unit. Each Co-owner shall be entitled to an undivided interest in the Common Elements in the percentages expressed in Exhibit B of this Declaration. The percentage of the undivided interest of each Co-owner in the Common Elements as expressed in Exhibit B shall have a permanent character and shall not be altered without the consent of all Co-owners expressed in an amended declaration duly recorded. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Co-owner may use the Common Elements in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Co-owners.

A Co-owner shall not be deemed to own the utilities running through his Unit, which are utilized for, or serve more than one Unit, said utilities to be part of the Common Elements. A Co-owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, windows and doors bounding his Unit.

14. Co-owner's Obligation to Repair. Except for those portions which the Board of Administrators is required to maintain and repair hereunder, if any, each Co-owner shall at the Co-owners expense keep the interior of his Unit and its equipment and appurtenances in good order, condition, and repair in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition to decorating and keeping the interior of the Unit in good repair, the Co-owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, Nutone food centers, ranges or ovens that may be in or which serve solely such Co-owner's Unit, but utility lines running to or from the Unit shall be repaired and maintained by the Board of Administrators.

The Co-owner shall also, at the Co-owner's own expense, keep the interior of the patio and the garage which are a part of his Unit in a clean and sanitary condition. The Board of Administrators and Manager shall not

be responsible to the Co-owner for loss or damage by theft or otherwise of articles which may be stored by the Co-owner on the patio or in the garage or Unit.

The Co-owner shall promptly discharge any lien which may hereafter be filed against his Condominium by the Board of Administrators and shall otherwise abide by the provisions of Sections 76-817 of the Condominium Property Act.

15. Prohibition Against Structural Changes by Co-owner. The Co-owner shall not, without first obtaining written consent of the Board of Administrators, make or permit to be made any structural alteration, improvement or addition in or to his Unit or in or to the exterior of the buildings or other Common Elements. The Co-owner shall do no act or any work that would impair the structural soundness or integrity of the buildings or safety of the property or impair any easement or hereditament without the written consent of all the Co-owners. The Co-owner shall not paint or decorate any portion of the exterior of the buildings or other Common Elements or any portion of the patio fences or garages without first obtaining written consent of the Board of Administrators.

16. Limitation on Use of Units and Common Elements. The Units and Common Elements shall be occupied and used as follows:

- A. No Co-owner shall occupy or use his Unit or permit the same or any part thereof to be occupied or used for any purpose other than a private residence for the Co-owner and the Co-owner's family or the Co-owner's lessees or guests.
- B. There shall be no obstruction to the Common Elements. Nothing shall be stored in the Common Elements area without the prior consent of the Board of Administrators.
- C. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Common Elements, without the prior written consent of the Board of Administrators. No Co-owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or on any part of the Common Elements, or which would be in violation of any law. No waste will be committed in the Common Elements.
- D. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements, without the prior consent of the Board of Administrators and in no case will illuminated signs be permitted.
- E. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the rules and regulations adopted by the Board of Administrators.
- F. No noxious or offensive activity may be carried on in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Co-owners.
- G. Nothing shall be altered or constructed in or removed from the Common Elements, except with the written consent of the Board of Administrators.
- H. There shall be no violation of rules for the use of the Common Elements adopted by the Board of Administrators and furnished in writing to the Co-owners, and the Board of Administrators is authorized to adopt such rules.

I. None of the rights and obligations of the Co-owners created herein, or by the Deed creating the Condominiums shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided,

however, that in no event shall a valid easement for encroachment be created in favor of any Co-owner if said encroachment occurs due to the willful conduct of said Co-owner or Co-owners.

17. Entry for Repairs. The Board of Administrators or its agents may enter any Unit when necessary in connection with any maintenance, landscaping or construction for which the Board of Administrators is responsible. Such entry shall be made with as little inconvenience to the Co-owners as is practicable, and any damage caused thereby shall be repaired by the Board of Administrators out of the common expense fund.

18. Failure of Board of Administrators to Insist on Strict Performance; No Waiver. The failure of the Board of Administrators or Manager to insist in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of Administrators or Manager of any assessment from a Co-owner, with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such breach, and no waiver by the Board of Administrators or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Administrators or Manager.

19. Limitation of Board of Administrators' Liability. The Board of Administrators shall not be liable for any failure of water supply or other service to be obtained and paid for by the Board of Administrators hereunder or for any injury or damage to person or property caused by the elements or by another Co-owner or person in the Project, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment or from any other place unless caused by gross negligence of the Board of Administrators. No diminution or abatement of the common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken to comply with any law, ordinance or orders of a governmental authority.

20. Indemnification of Board of Administrators. Each member of the Board of Administrators shall be indemnified by the Co-owners against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board of Administrators, or any settlement thereof, whether or not he is a member of the Board of Administrators at the time such expenses are incurred, except in cases wherein the member of the Board of Administrators is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Administrators approves such settlement and reimbursement as being for the best interests of the Board of Administrators.

21. Limitation on Sale or Lease and Right of First Refusal.

A. No Unit shall be sold, or leased for any period, to any person having children who will occupy or reside in the Unit 180 or more days in any one calendar year. Any sale or lease in violation hereof shall be void and shall not confer any right

or interest in the intended purchaser or lessee. For purposes of this Paragraph 21 A, "children" shall mean persons under the age of sixteen (16) years or such younger age as may be established by the Board of Administrators.

- B. In the event any Co-owner of a Condominium shall wish to resell, or lease the same for more than one year, and shall have received a bona fide offer therefor from a prospective purchaser or tenant, the remaining Co-owners shall be given written notice thereof together with an executed copy of such offer and the terms thereof. Such notice and copy shall be given to the Board of Administrators for all of the Co-owners. The remaining Co-owners through the Board of Administrators or a person named by the Board of Administrators, shall have the right to purchase or lease the subject Condominium upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase or lease is given to the selling or leasing Co-owner, and a matching downpayment or deposit is provided to the selling or leasing Co-owner during a twenty-one (21) day period immediately following the delivery of the notice of the bona fide offer and copy thereof to purchase or lease.

In the event any Co-owner shall attempt to sell or lease his Condominium without affording to the other Co-owners the right of first refusal herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

The subleasing or subrenting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the Co-owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein.

In no case shall the right of first refusal reserved herein affect the right of a Co-owner to subject his Condominium to a deed of trust, mortgage or other security instrument.

The failure of or refusal by the Board of Administrators to exercise the right to so purchase or lease shall not constitute or be deemed to be a waiver of such right to purchase or lease if a Co-owner receives any subsequent bona fide offer from a prospective purchaser or tenant.

22. Mortgages and Transfers Not Affected by Right of First Refusal.

In the event of any default on the part of any Co-owner under any first mortgage made in good faith and for value, which entitled the holder thereof to foreclose same, any sale under such foreclosure, including delivery of the deed to the first Mortgagee in lieu of foreclosure, shall be made free and clear of the provisions of Paragraph 21, and the purchaser (or grantee under such deed in lieu of foreclosure) of such Condominium shall be thereupon and thereafter subject to the provisions of this Declaration. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the then holder of the first mortgage, or its nominee, the said holder or nominee may thereafter sell and convey the Condominium without

complying with the provisions of Paragraph 21, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

The transfer of a deceased joint Owner's interest to the surviving joint tenant or the transfer of a deceased's interest to a devisee by Will or to his heirs at law under intestacy laws shall not be subject to the provisions of Paragraph 21.

If a Co-owner of a Condominium can establish to the satisfaction of the Board of Administrators that a proposed transfer is not a sale or lease, then such transfer shall not be subject to the provisions of Paragraph 21 B.

23. Certificate of Satisfaction of Right of First Refusal. Upon written request of any prospective transferor, purchaser, tenant or an existing or prospective Mortgagee of any Condominium, the Board of Administrators shall forthwith, and where time is specified, at the end of the time, issue a written and acknowledged certificate in recordable form, evidencing that:

- A. With respect to a proposed lease or sale under Paragraph 21, that proper notice was given by the selling or leasing Co-owner and that the remaining Co-owners did not elect to exercise their option to purchase or lease.
- B. With respect to a deed to a first mortgagee or its nominee in lieu of foreclosure, and a deed from such first mortgagee or its nominee, pursuant to Paragraph 22, that the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of Paragraph 21.
- C. With respect to any contemplated transfer which is not in fact a sale or lease, that the transfer is not or will not be subject to the provisions of Paragraph 21,

and such a certificate shall be conclusive evidence of the facts contained therein.

24. Insurance. The Board of Administrators shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided hereinabove, and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use which insurance shall be governed by the following provisions:

- A. All policies shall be written with a company licensed to do business in the State of Nebraska and holding a rating of "AAA" or better by Best's Insurance Reports.
- B. Exclusive authority to adjust losses under policies hereafter in force in the Project shall be vested in the Board of Administrators or its authorized representative.
- C. In no event shall the insurance coverage obtained or maintained by the Board of Administrators hereunder, be brought into contribution with insurance purchased by individual Co-owners or their Mortgagees.
- D. Each Co-owner may obtain additional insurance at his own expense; provided, however, that no Co-owner shall

be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Administrators, in behalf of all the Co-owners, may realize under any insurance policy which the Board of Administrators may have in force on the Project at any particular time.

- E. Each Co-owner shall be required to notify the Board of Administrators of all improvements made by a Co-owner to his Unit, the value of which is in excess of \$1,000.
- F. Any Co-owner who obtains individual insurance policies covering any portion of the Project other than personal property belonging to said Co-owner shall be required to file a copy of such individual policy or policies, or certificate thereof, with the Board of Administrators within thirty (30) days after purchase of such insurance.
- G. The Board of Administrators shall make every effort to secure insurance policies that will provide for the following:

1. A waiver of subrogation by the insurer as to any claims against the Board of Administrators, the Manager, the Co-owners, and their respective servants, agents, and guests.
2. That the master policy on the Project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Co-owners.
3. That the master policy on the Project cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Administrators or Manager without a prior demand in writing that the Board of Administrators or Manager cure the defect.
4. That any "no other insurance" clause in the master policy exclude individual owners' policies from consideration.

- H. The annual insurance review which the Board of Administrators is required to conduct as provided in Paragraph 6 above shall include an appraisal of the improvements in the Project by a representative of the insurance carrier writing the master policy.

25. No Partition. There shall be no judicial partition of the Project or any part thereof, nor shall Declarant or any person acquiring any interest in any Condominium or in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph 26 hereof, in the case of damage or destruction or unless the property has been removed from the provisions of the Condominium Property Act.

26. Damage and Destruction. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the buildings, shall be applied to such reconstruction. Reconstruction of the buildings, as used in this paragraph, means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty, or other disaster, with each Unit and the Common Elements

having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Manager or Board of Administrators.

If the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be promptly repaired and restored by the Manager or Board of Administrators, using proceeds of insurance, if any, on the buildings for that purpose, and the Unit Co-owners shall be liable for assessment for any deficiency. However, if three-fourths or more of the buildings are destroyed or substantially damaged and if the Co-owners, by a vote of at least three-quarters of the voting power, do not voluntarily, within one hundred days after such destruction or damage, make provision for reconstruction, the Manager or Board of Administrators shall record, with the County Register of Deeds a notice setting forth such facts, and upon the recording of such notice

- A. the property shall be deemed to be owned in common by the Co-owners.
- B. The undivided interest in the property owned in common which shall appertain to each Co-owner shall be the percentage of undivided interest previously owned by such Co-owner in the Common Elements.
- C. Any liens affecting any of the Condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Co-owner in the property; and
- D. the property shall be subject to any action for partition at the suit of any Co-owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Co-owners in a percentage equal to the percentage of undivided interest owned by each Co-owner in the Common Elements, after first paying out of the respective shares of the Co-owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each Co-owner.

Notwithstanding all provisions hereof, the Co-owners may, by an affirmative vote of at least three-fourths of the voting power, at a meeting of Co-owners duly called for such purpose, elect to sell or otherwise dispose of the property. Such action shall be binding upon all Co-owners and it shall thereupon become the duty of every Co-owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

27. Enforcement. Each Co-owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration and administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Administrators or Manager on behalf of the Co-owners, or in a proper cause, by an aggrieved Co-owner.

28. Personal Property. The Board of Administrators or Manager may acquire and hold, for the benefit of the Co-owners, tangible and intangible personal property and may dispose of the same by sale or

otherwise; and the beneficial interest in such personal property shall be owned by the Co-owners in the same proportions as their respective interests in the Common Elements, and shall not be transferable except with a transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property.

Within thirty (30) days after the recording of this Declaration, the Declarant shall execute and deliver a bill of sale to the Board of Administrators in behalf of all the Co-owners, transferring all items of personal property located on the Project and furnished by the Declarant, which property is intended for the common use and enjoyment of the Co-owners.

29. Audit. Any Co-owner may at any time at his own request and expense cause an audit or inspection to be made of the books and records of the Manager or Board of Administrators. The Board of Administrators, at the expense of the common expenses, shall obtain an audit of all books and records pertaining to the Project at no greater than annual intervals and furnish copies thereof to the Co-owners.

30. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Condominium Project. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provisions or any provision thereof.

31. The provisions of Paragraphs 1I, 5B, 5C, 5D, 6E and 12 of this Declaration may be amended by an instrument in writing, signed by record Co-owners holding two-thirds (2/3) of the total vote; provided that such paragraphs, as amended, shall continue to make provision for the same matters as they do now. All other paragraphs may be amended only by instruments in writing signed and acknowledged by all Co-owners. Any amendment shall be effective only upon recordation in the office of the Register of Deeds of Douglas County, Nebraska. Notwithstanding the foregoing, this Declaration may be amended by Declarant without the consent of any other Co-owner to the extent necessary to enable it to exercise the right reserved in Paragraph 32.

32. Declarant is the owner of the following described property, to-wit:

That tract of real estate bounded and described as follows: Beginning at a point 988.0 feet North and 468.6 feet west of the east one-quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, said point being also on the south line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a westerly direction, along the south line of said Meadowbrook Addition, a distance of 851.75 feet to the west line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left in a southerly direction along the west line of said Southeast Quarter of the Northeast Quarter a distance of 810.6 feet, thence left, in an easterly direction, along a straight line a distance of 852.8 feet, thence left, in a northerly direction, parallel to the east line of said Section 16, a distance of 808.9 feet to the south line of said Meadowbrook Addition and the point of beginning, and containing a calculated area of 15.84 acres, more or less,

which property includes the Project and additional land. Declarant is developing The Summit in phases of which Phase I, of 30 units, is covered by this Declaration. Declarant reserves the right, and makes this Declaration conditioned upon such reservation, to add to the Project not more than 26 additional Units, to be located on that portion of the above described land not included in Phase I on the following conditions:

- A. The additional Units shall be of the same general type and construction as Units 1 to 30.
- B. The additional Units shall have the same rights in and to the Common Elements as do Units 1 to 30.
- C. The additional Units shall be added to and become subject to this Declaration and be governed by all the terms and provisions hereof.
- D. The value of each of the additional Units shall be the same as Units 1 to 30. Each of the additional Units shall have only one (1) vote per Unit. The proportionate interest in the Common Elements of each of Units 1 to 30 shall be decreased to a fraction which has one as the numerator and the total number of Units (as increased to not more than 56) as the denominator.
- E. Additional Units shall be added hereto by the execution and recording of a Supplement to this Declaration, listing and showing the additional Units and making them subject to the terms and provisions of this Declaration.

33. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

34. Effective Date. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 8th day of MARCH, 1973.



THE VILLAS CORPORATION

BY: Donald E. Benson
President

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 8 day of March, 1973, before me, a notary public in and for said County and State, personally came Donald E. Benson to me known to be the President of The Villas Corporation, a Nebraska corporation, and the same person who executed the foregoing instrument on behalf of said corporation, and he acknowledged the execution thereof to be his voluntary act and deed as such President and the voluntary act and deed of said corporation.

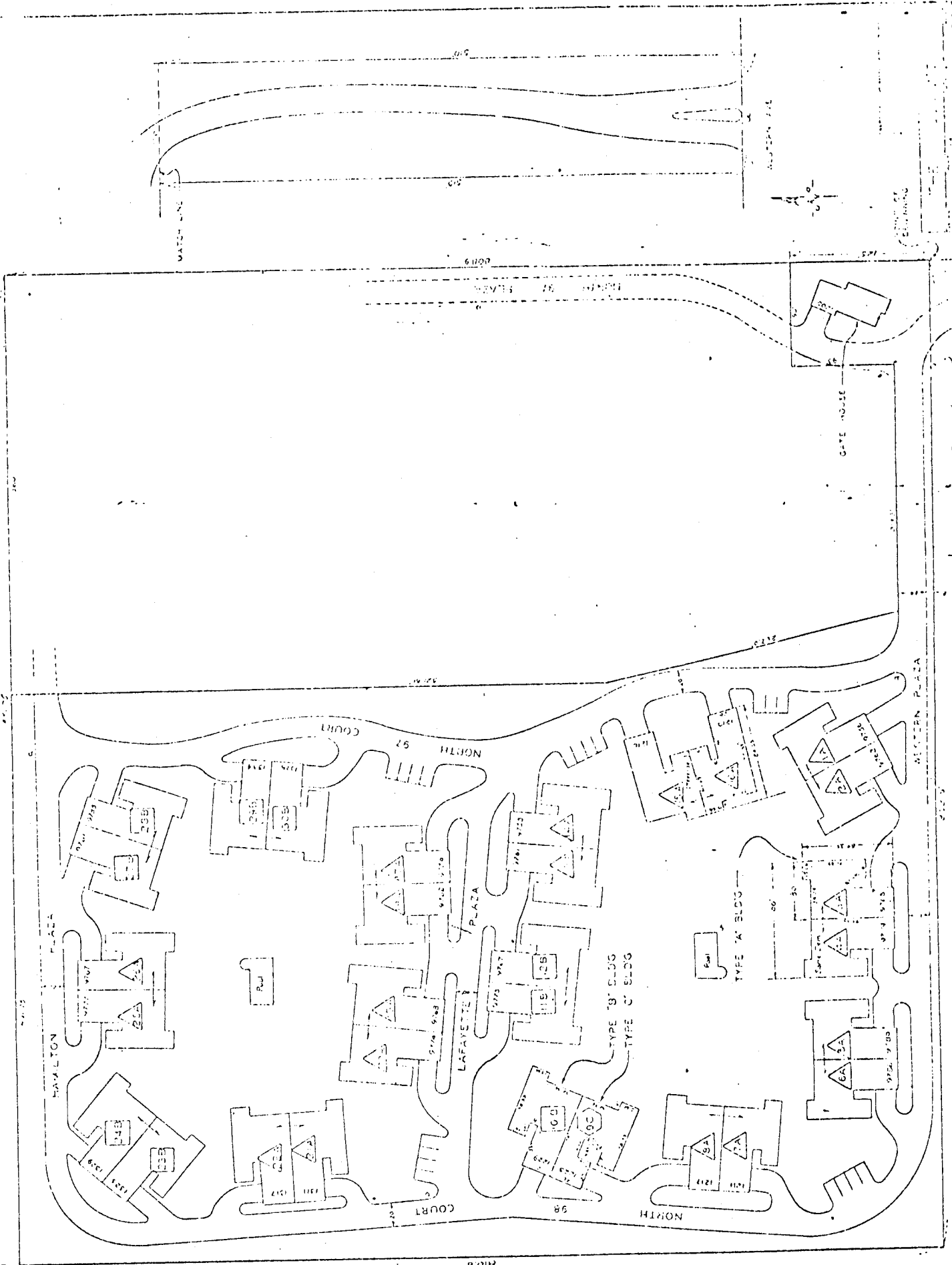
WITNESS my hand and seal the year and day last above mentioned.



Donald E. Benson
Notary Public

My commission expires:

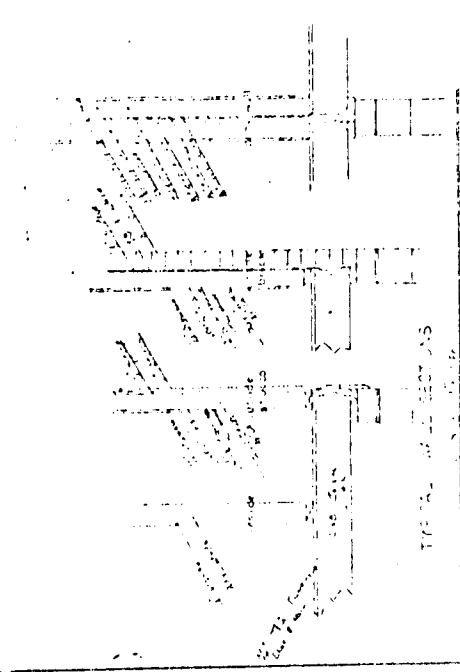
March 9, 1973



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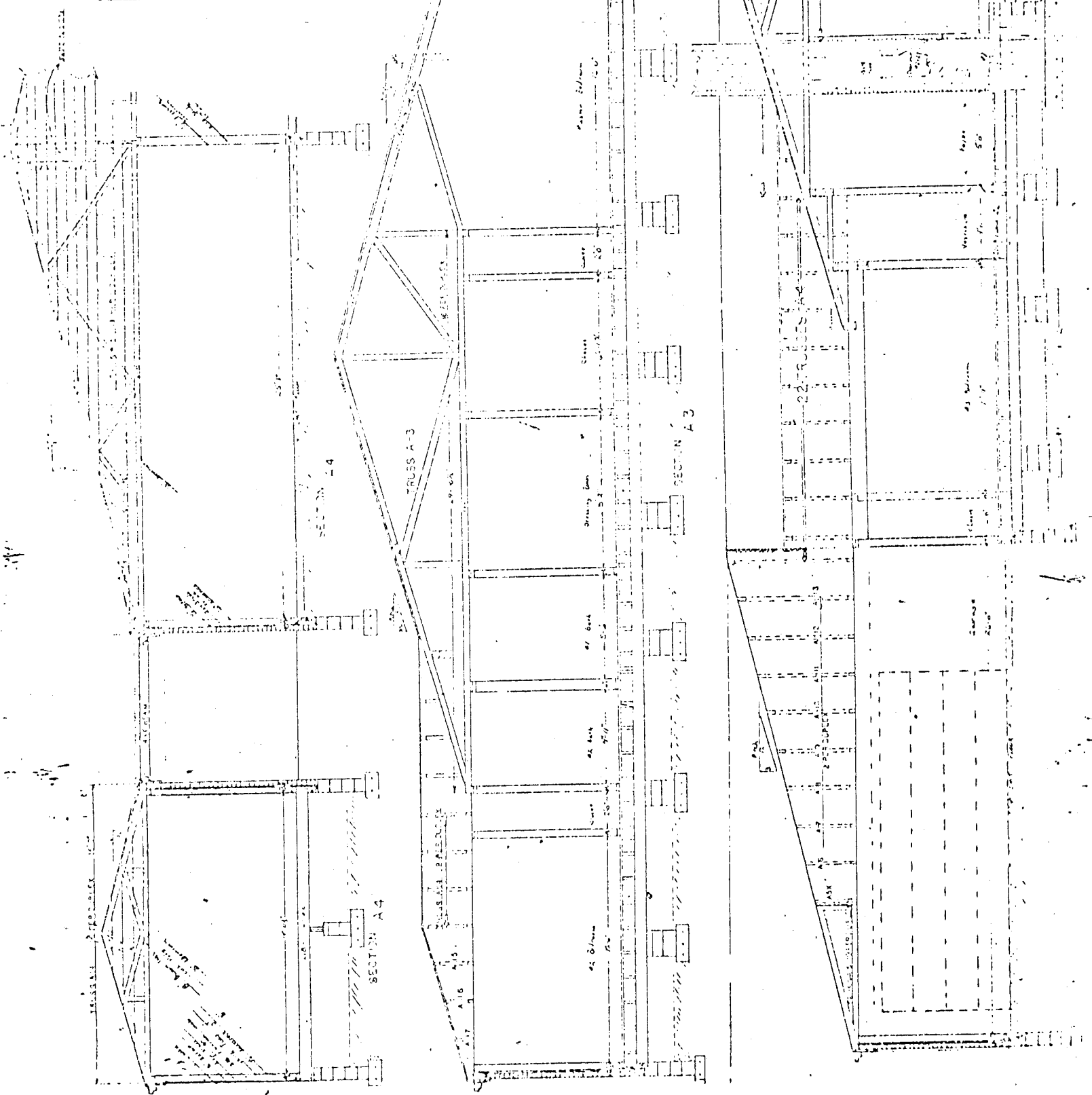
EXHIBIT A

Page -1-



MAP
 EXHIBIT A
 Page -2-

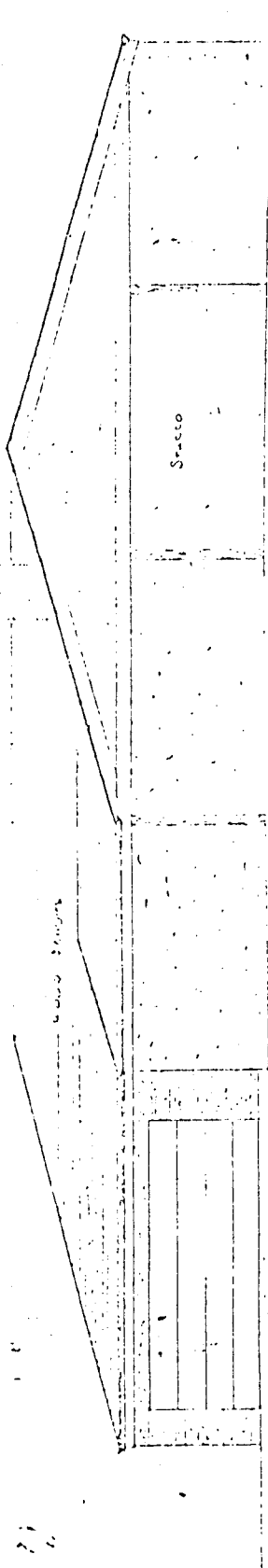
THE SUMMIT
 PLAN A
 UNIT SHEET 5
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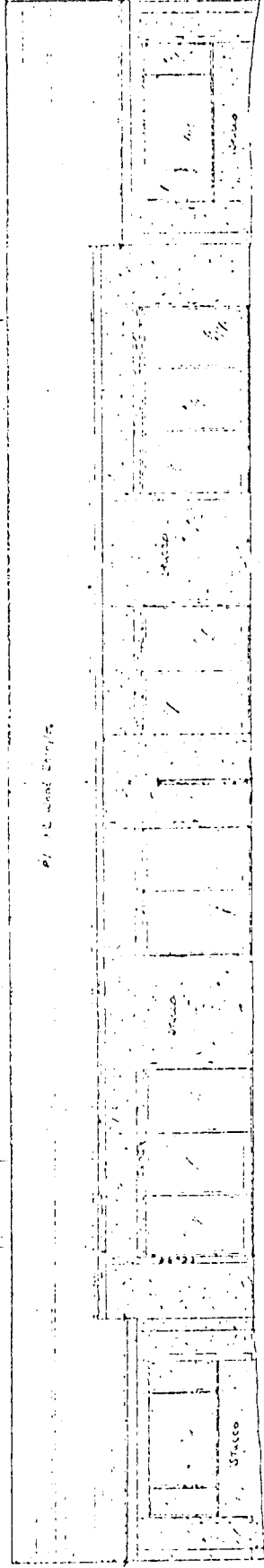
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EXHIBIT A

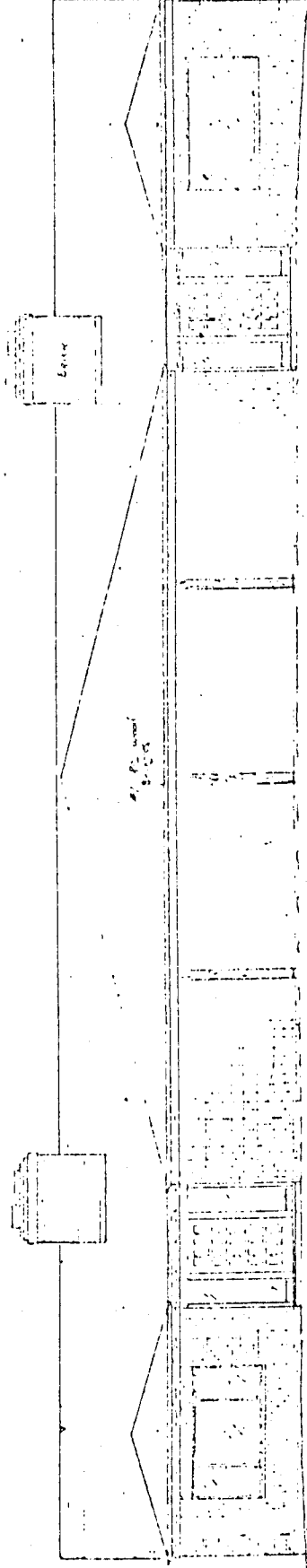
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SIDE VIEW



GARDEN SIDE REAR



STREET SIDE FRONT

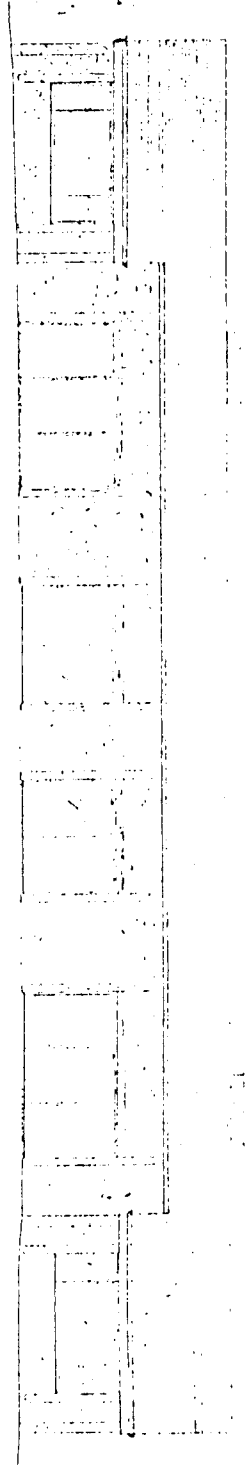
Scale 1/4" = 1'-0"

THE SUMMIT
 PLAN A
 UNIT SHEET 4

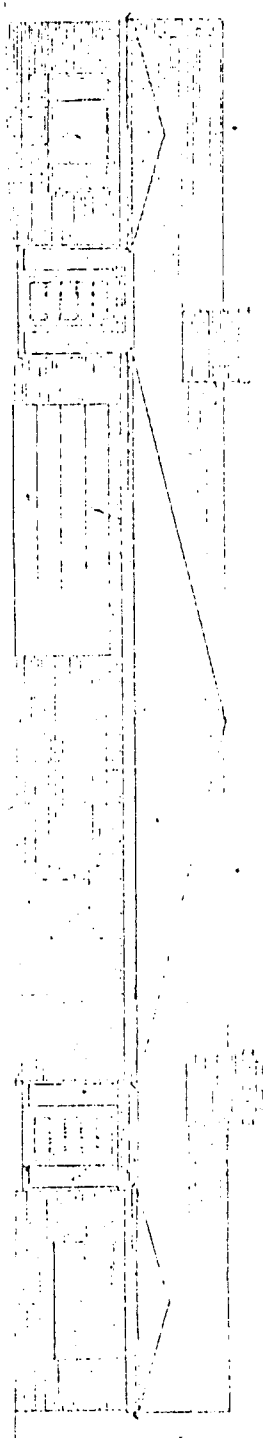
MAP

EXHIBIT A

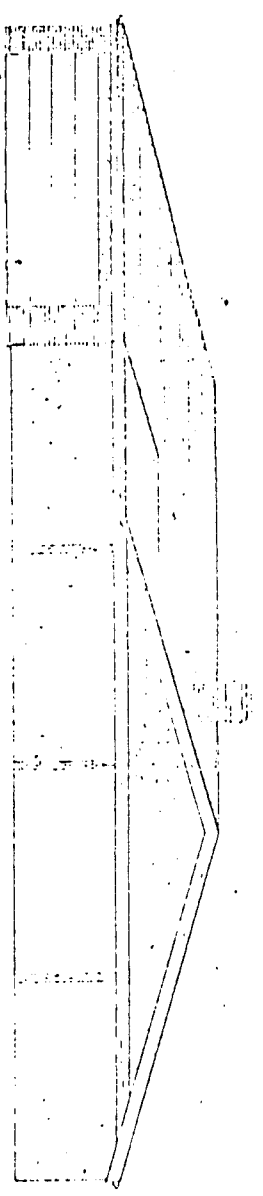
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SECTION SIDE REAR

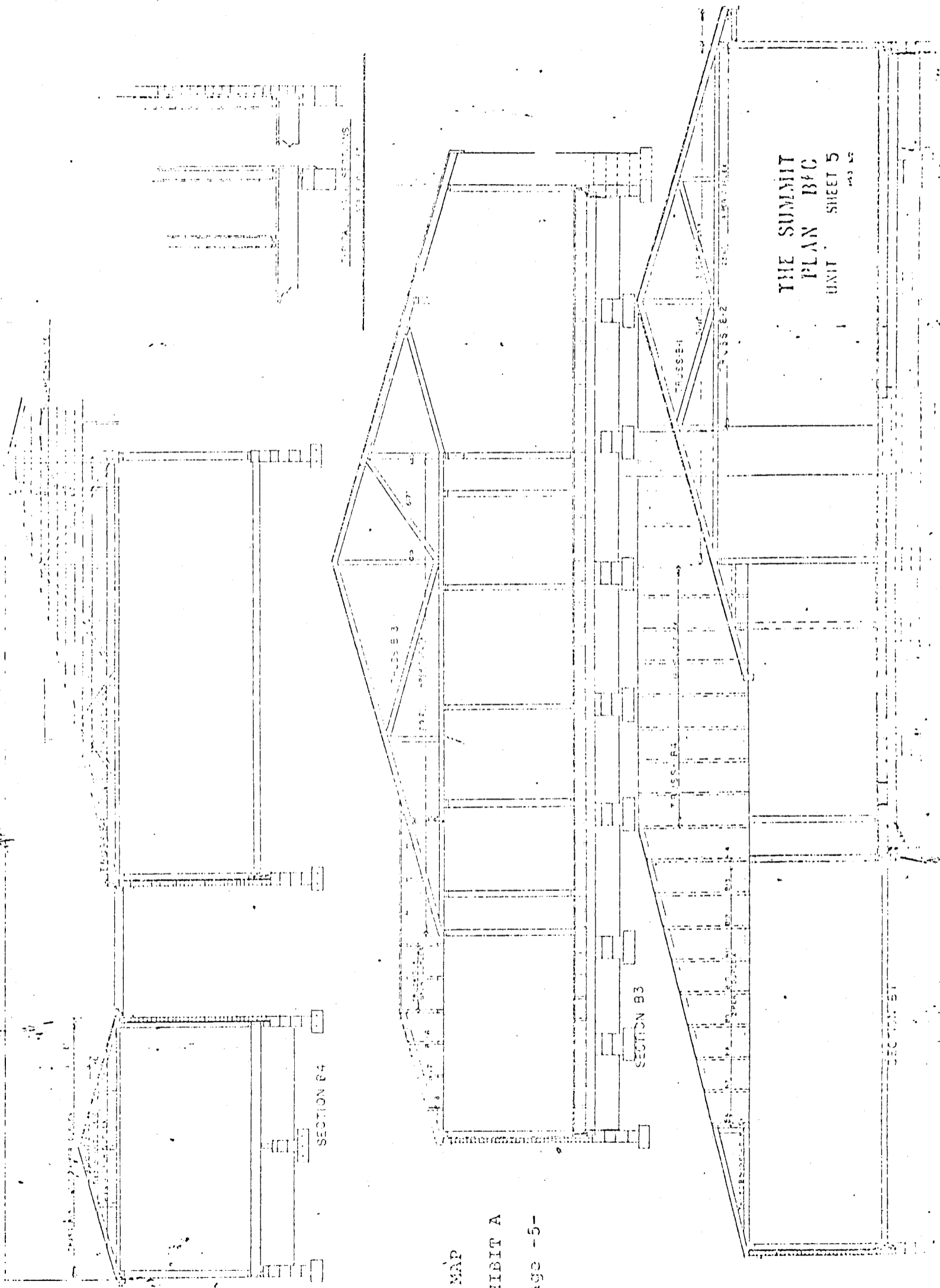


STREET SIDE FRONT



SIDE VIEW

THE SUMMIT
 PLANS B & C
 UNIT SHEET 2



MAP

EXHIBIT A

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EXHIBIT B TO DECLARATION

of

THE SUMMIT CONDOMINIUM PROPERTY REGIME

<u>UNIT NO.</u>	<u>VALUE</u>	<u>PROPORTION OF OWNERSHIP</u>	<u>VOTE</u>
1	\$50,000.00	1/30th	one (1)
2	\$50,000.00	1/30th	one (1)
3	\$50,000.00	1/30th	one (1)
4	\$50,000.00	1/30th	one (1)
5	\$50,000.00	1/30th	one (1)
6	\$50,000.00	1/30th	one (1)
7	\$50,000.00	1/30th	one (1)
8	\$50,000.00	1/30th	one (1)
9	\$50,000.00	1/30th	one (1)
10	\$50,000.00	1/30th	one (1)
11	\$50,000.00	1/30th	one (1)
12	\$50,000.00	1/30th	one (1)
13	\$50,000.00	1/30th	one (1)
14	\$50,000.00	1/30th	one (1)
15	\$50,000.00	1/30th	one (1)
16	\$50,000.00	1/30th	one (1)
17	\$50,000.00	1/30th	one (1)
18	\$50,000.00	1/30th	one (1)
19	\$50,000.00	1/30th	one (1)
20	\$50,000.00	1/30th	one (1)
21	\$50,000.00	1/30th	one (1)
22	\$50,000.00	1/30th	one (1)
23	\$50,000.00	1/30th	one (1)
24	\$50,000.00	1/30th	one (1)
25	\$50,000.00	1/30th	one (1)
26	\$50,000.00	1/30th	one (1)
27	\$50,000.00	1/30th	one (1)
28	\$50,000.00	1/30th	one (1)
29	\$50,000.00	1/30th	one (1)
30	\$50,000.00	1/30th	one (1)

TOTAL
PROPERTY
VALUE \$1,500,000.00

Units are designated on the Map by Unit Number followed by a letter A, B, or C. Such letter designates the type of Unit and the size of A, B, and C Units is shown on the Map.

67

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
22 DAY OF March 1973 AT 3:42P M. C. HAROLD OSTLER, REGISTER OF DEEDS

8875

16-15-12

BOOK 520 PAGE 231

No. 74
Book 520
Page 231

CONSENT

FILED: March 22, 1973

THIS CONSENT executed this 16th day of March,
1973, by THE OMAHA NATIONAL BANK (Bank).

WITNESSETH:

WHEREAS, THE VILLAS CORPORATION, (Villas) has borrowed money from Bank, and to secure said loan, gave its Mortgage to Bank securing the principal sum of \$2,000,000, dated May 16, 1972, recorded May 17, 1972, in Book 1925 at Page 671 of the Mortgage Records of Douglas County, Nebraska; and

WHEREAS, said Mortgage provided that Villas would establish the mortgaged property as a condominium property regime and upon such happening, the lien of the Mortgage would be transferred to all condominium apartments and all common elements, both general and limited, appertaining to said apartments, constructed and established pursuant to said condominium property regime; and

WHEREAS, Villas is now ready to file that certain instrument, entitled "Master Deed and By-Laws Establishing The Summit Condominium Property Regime", which will establish the following described portion of the mortgaged premises as a condominium property regime, to-wit:

A portion of that certain 15.84 acre tract conveyed to The Villas Corporation by Duchesne College & Convent of the Sacred Heart under Corporation Warranty Deed, dated April 29, 1972, and recorded May 9, 1972, in Book 1454 at Page 515 of Deed Records of Douglas County, Nebraska, said portion being described as follows (references in the following description to "property line" or "property corner" refer to the property lines and property corners of the said 15.84 acre tract), to-wit:

Beginning at a point 180 feet north and 463.6 feet west of the east one-quarter corner of Section 16, Township 15 North, Range 12 east of the 6th P.M., Douglas County, Nebraska, thence in a northerly direction along the east property line and parallel to the east line of said Section 16, a distance of 125 feet, thence left in a westerly direction 89°59', and parallel to the south property line a distance of 90 feet, thence left 90°01' and parallel to the east property line a distance of 93 feet to

a point, thence right $90^{\circ}01'$ and parallel to the south property line a distance of 213.3 feet, thence right $77^{\circ}30'$ in a northwesterly direction a distance of 262 feet, thence right $12^{\circ}29'$ and parallel to the east line of said Section 16 a distance of 521.81 feet to a point which lies on the north property line and is 360 feet from the northeast property corner, thence left $89^{\circ}53'$ and on said north property line in a westerly direction a distance of 491.75 feet to the northwest property corner which is on the west line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left $90^{\circ}02'$ along the west line of said Southeast Quarter of the Northeast Quarter a distance of 810.6 feet, thence left $90^{\circ}04'$ along the south property line a distance of 852.8 feet to the point of beginning.

and the Bank should consent thereto.

NOW THEREFORE, The Omaha National Bank, as holder of the Mortgage above described and the debt secured thereby, hereby consents to the declaration of the condominium property regime by The Villas Corporation consisting of Units Number 1 to 30, inclusive, to be known as "The Summit Condominium Property Regime", as set forth in the above-mentioned Master Deed and By-Laws establishing the same; and, said Bank hereby agrees that any release or partial release of said Mortgage releasing a condominium unit using the description "Unit No. _____ of The Summit Condominium Property Regime" shall release the lien of said Mortgage as to the Unit or Units described and all common elements appertaining thereto.

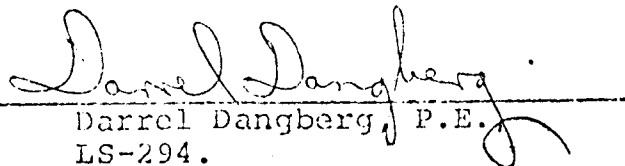
Bank acknowledges that upon the recording of said declaration of condominium, its lien shall apply to each condominium unit and any default under or foreclosure of the Mortgage shall not affect the rights of the owners of condominium units which have been released from the Mortgage to the full ownership and use of such released units and the common elements appertaining thereto.

This Consent is executed by Bank with the understanding that any releases of Mortgage as to any condominium units shall be given only on the basis stated in the Mortgage, or as may be hereafter otherwise agreed by Bank, and with the further understanding

I, Darrel Dangberg, hereby certify that this Map accurately shows the location of Units Numbered 1 through 30, of The Summit Condominium Property Regime located on the following described property, to-wit:

A portion of that certain 15.84 acre tract conveyed to The Villas Corporation by Duchesne College & Convent of the Sacred Heart under Corporation Warranty Deed, dated April 29, 1972, and recorded May 9, 1972, in Book 1454 at Page 515 of Deed Records of Douglas County, Nebraska, said portion being described as follows (references in the following description to "property line" or "property corner" refer to the property lines and property corners of the said 15.84 acre tract), to-wit:

Beginning at a point 180 feet north and 468.6 feet west of the east one-quarter corner of Section 16, Township 15 North, Range 12 east of the 6th P.M., Douglas County, Nebraska, thence in a northerly direction along the east property line and parallel to the east line of said Section 16, a distance of 125 feet, thence left in a westerly direction $89^{\circ}59'$, and parallel to the south property line a distance of 90 feet, thence left $90^{\circ}01'$ and parallel to the east property line a distance of 93 feet to a point, thence right $90^{\circ}01'$ and parallel to the south property line a distance of 213.3 feet, thence right $77^{\circ}30'$ in a northwesterly direction a distance of 262 feet, thence right $12^{\circ}29'$ and parallel to the east line of said Section 16 a distance of 521.81 feet to a point which lies on the north property line and is 360 feet from the northeast property corner, thence left $89^{\circ}53'$ and on said north property line in a westerly direction a distance of 491.75 feet to the northwest property corner which is on the west line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left $90^{\circ}02'$ along the west line of said Southeast Quarter of the Northeast Quarter a distance of 810.6 feet, thence left $90^{\circ}04'$ along the south property line a distance of 852.8 feet to the point of beginning.


 Darrel Dangberg, P.E.
 LS-294.

(Seal)

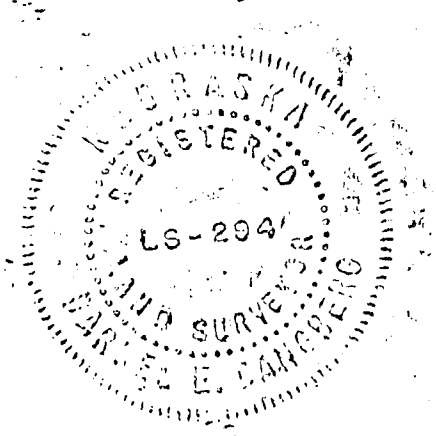
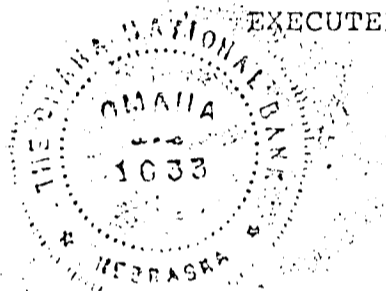


EXHIBIT A

that the lien of the Mortgage shall remain in full force as originally made on that part of the mortgaged premises not covered by the above-mentioned condominium declaration.

It is understood that this Consent shall in no way act as a waiver of any of the conditions and obligations imposed upon Villas by any other instrument or agreement heretofore executed by Villas or executed between Villas and Bank, and any rights which either Villas or Bank may have by virtue of such former instruments or agreements are to be considered as of full force and effect.

EXECUTED the day and year first above mentioned.



THE OMAHA NATIONAL BANK

By [Signature] V.P.
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came Edward D. Roberts, V.P., Vice-President of The Omaha National Bank, a corporation, known to me to be the Vice-President and identical person who signed the foregoing instrument, and acknowledged the execution thereto to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal this 16 day of March, 1973.

[Signature]
Notary Public

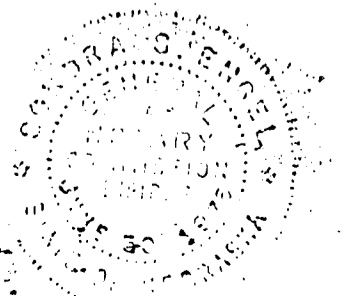
My Commission expires:

June 30, 1975

28.

9.25

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
22 DAY OF March 1973 AT 3:21 P. M. C. HAROLD OSTLER, REGISTER OF DEEDS



No. 75

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA
MECHANIC'S LIEN: TRANSFER TO OTHER SECURITY

Book 142
Page 347
Filed Mar. 16, 1973

Name of Lienholder: Olsberg Excavating Company, a Nebraska Corporation
301 North Molly, Bennington, Nebraska, 68007

Name of Owner and/or contractor:

Owner: The Villas Corporation, 625 North 90th Street, Omaha, Nebraska.

Contractor: Olsberg Excavating Company.

Description of real estate:

That tract of real estate bounded and described as follows:
Beginning at a point 988.0 feet North and 468.6 feet West
of the East 1/4 corner of Section 16, Township 15 North,
Range 12 East of the 6th P.M., Douglas County, Nebraska, said
point being also on the South line of Meadowbrook Addition
to the City of Omaha, Douglas County, Nebraska, thence
continuing in a Westerly direction, along the South line of
said Meadowbrook Addition, a distance of 851.75 feet to the
West line of the Southeast Quarter of the Northeast Quarter
of said Section 16, thence left, in a Southerly direction,
along the West line of said Southeast 1/4 of the Northeast
a distance of 810.6 feet, thence left, in an Easterly direction,
along a straight line a distance of 852.8 feet, thence left,
in a Northerly direction, parallel to the East line of said
Section 16, a distance of 808.9 feet to the South line of said
Meadowbrook Addition and the point of beginning, and containing
a calculated area of 15.84 acres, more or less.

Amount of lien \$28,011.25

Recorded: Office of Register of Deeds, Douglas County, Nebraska

Date: November 30, 1972

Book 141 page 609, Mechanic's Lien Records.

CLERK'S CERTIFICATE

WHEREAS, pursuant to the provisions of Sections 52-121 and 52 122
Revised States of Nebraska for 1943, Cumulative Supplement for 1963,
Villas Corp. Contractor Owner did, on the 16th day of March, 1973:
File with the Clerk of the District Court a surety bond in the sum of
\$32,212.94, with Fidelity Deposit Co. of Maryland, as surety, duly
approved by said Clerk of the District Court.

THEREFORE, by virtue of the foregoing proceedings, the Mechanic's
Lien herein is hereby declared relased and discharged.

Dated at Omaha, Nebraska, this 16 day of March A. D. 1973.

(Official seal)

(s) Rudy Tesar, Chief Deputy, Clerk
District Court, Douglas County
Nebraska

No. 77 IN THE OFFICE OF THE COUNTY CLERK OF DOUGLAS COUNTY, NEBRASKA.

Book 182 : Articles of Dissolution :
Page 139 : of :
: The Villas Corporation : Filed June 12, 1974

Pursuant to the provisions of R.S. Nebr. §21-2091 of the Nebraska Business Corporation Act, the undersigned corporation adopts the following Articles of Dissolution for the purpose of dissolving the corporation:

First: The name of the corporation is The Villas Corporation.

Second: A Statement of intent to dissolve the corporation was filed by the Secretary of State of Nebraska on the 24th day of April, 1974, pursuant to the provisions of R.S. Nebr. §21-2084 of the Nebraska Business Corporation Act, and filed with the County Clerk of Douglas County on April 26, 1974.

Third: All debts, obligations and liabilities of the corporation have been paid and discharged, or adequate provision has been made therefor.

Fourth: All remaining property and assets of the corporation have been distributed among its shareholders, in accordance with their respective rights and interests.

Fifth: There are no suits pending against the corporation in any court in respect of which adequate provision has not been made for the satisfaction of any judgment, order or decree which may be entered against it.

Dated April 26, 1974.

(Corporate Seal)

The Villas Corporation
By: Gretchen S. Pullen, President
By: G. E. Sawall, Assistant Secretary

Allen J. Beermann, Secretary of State of the State of Nebraska with Seal, certifies that Articles of Dissolution to the Articles of Incorporation of The Villas Corporation with registered office located at Omaha, Nebraska, were filed in this office on June 7, 1974, and recorded on film roll No. 83 at page 341, Miscellaneous Incorporations.

Certificate dated June 7, 1974.

State of Nebraska)
Secretary's Office) ss.

Received and filed for record June 7, 1974 and recorded on fil roll No. 83, Misc. Inc. at page 341.

Allen J. Beermann
Secretary of State
By D. B. Weyers

No. 78 IN THE OFFICE OF THE COUNTY CLERK OF DOUGLAS COUNTY, NEBRASKA.

Book 181 : Statement of Intent to Dissolve :
 Page 128 : :
 : The Villas Corporation : Filed Apr. 26, 1974

STATEMENT OF INTENT TO DISSOLVE
 THE VILLAS CORPORATION
 BY WRITTEN CONSENT OF STOCKHOLDERS

To the Secretary of State of the State of Nebraska:

Pursuant to the provisions of R.S. Nebr. §21-2082 of the Nebraska Business Corporation Act, the undersigned corporation submits the following statement of intent to dissolve the corporation upon written consent of all of its shareholders:

First: The name of the corporation is The Villas Corporation.
 Second: The names and respective addresses of its officers

are:

Name	Office	Address
Gretchen Swanson Pullen	President	608 Fairacres Road Omaha, Nebr. 68132
Cecil A. Johnson	Vice President	8401 West Dodge Rd. Omaha, Nebr. 68114
Phyllis B. Byrne	Secretary	9780 Western Plaza Omaha, Nebraska 68114
G. E. Sawall	Assistant Secretary, Treasurer	8401 West Dodge Rd. Omaha, Nebraska

Third: The names and respective addresses of its directors are:

Name:	Address:
Webster E. Pullen	608 Fairacres Road Omaha, Nebraska 68132
Gretchen Swanson Pullen	608 Fairacres Road Omaha, Nebraska 68132
John J. Byrne	9780 Western Plaza Omaha, Nebraska 68114
Phyllis B. Byrne	9780 Western Plaza Omaha, Nebraska 68114

Fourth: The following written consent to dissolution of the corporation has been signed by all of the shareholders of the corporation:

"The undersigned, constituting all of the stockholders (100 shares issued and outstanding) of The Villas Corporation, hereby unanimously consent to the voluntary dissolution of the corporation, pursuant to Sections 21-2082 ff. of the Nebraska Business Corporation Act, and direct and authorize the president, vice president, secretary and assistant secretary of the corporation to execute a proper statement of intent to dissolve, articles of dissolution, notices to the Internal Revenue Service, deeds, bills of sale, and the like, and any and all instruments and documents necessary and proper to carry out the dissolution and liquidation of the corporation."

Gretchen S. Pullen
 John J. Byrne
 (Being all of the stockholders)

Dated February 1, 1974.

(Corporate Seal)

The Villas Corporation
 By: Gretchen S. Pullen, President
 By: G. E. Sawall, Assistant
 Secretary

State of Nebraska)
 Secretary's Office) ss.

Received and filed for record Apr. 24, 1974 and recorded on film roll No. 81, Misc. Inc. at page 556.

Allen J. Beermann
 Secretary of State
 By D. B. Weyers

No. 79	: The Villas Corporation	: QUITCLAIM DEED
Book 1500	: (Corporate Seal)	: Dated Feb. 1, 1974
Page 151	: By Gretchen Swanson Pullen,	: Filed Apr. 16, 1974
	: President	:
	: Attest: By: G. E. Sawall,	:
	: Assistant Secretary	:
	: to	:
	: Gretchen Swanson Pullen and	:
	: John J. Byrne	:

The Villas Corporation, a Nebraska Corporation, in consideration of the surrender of all outstanding stock of grantor by the grantees, in furtherance of the dissolution of grantor agreed to by the grantees as sole shareholders of grantor, under date of February 1, 1974, does quitclaim, convey and confirm unto Gretchen Swanson Pullen an undivided 62% interest, and to John J. Byrne an undivided 38% interest, in and to the following real property in Douglas County, Nebraska:

Beginning at a point 988.0 feet North and 468.6 feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said point being also on the South line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a Westerly direction along the South line of said Meadowbrook Addition, a distance of 851.75 feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left, in a Southerly direction, along the West line of said Southeast Quarter of the Northeast Quarter, a distance of 810.6 feet, thence left, in an Easterly direction, along a straight line, a distance of 852.8 feet, thence left, in a Northerly direction, parallel to the East line of said Section 16, a distance of 808.9 feet to the South line of said Meadowbrook Addition and the point of beginning, and containing 15.84 acres, more or less;

together with an easement for ingress and egress over the following described property, to-wit: Beginning at a point 330.0 feet South and 468.6 feet West of the East one-quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, thence continuing in a Westerly direction, along the previously described course, a distance of 100.0 feet, thence right, in a Northerly direction, parallel to the East line of said Section 16, a distance of 510.0 feet, thence right, in an easterly direction, parallel to the penultimately described course, a distance of 100.0 feet, thence right, in a Southerly direction, parallel to the East line of said Section 16, a distance of 510.0 feet to the point of beginning and containing 1.17 acres, more or less;

The 15.84 acre tract above described was conveyed to the grantor by Duchesne College & Convent of the Sacred Heart under Corporation Warranty Deed dated April 29, 1972 and recorded May 9, 1972 in Book 1454 at Page 515 of the Deed Records of Douglas County, Nebraska. The easement above-described was granted in easement document recorded in Book 509 at Page 699 of the Miscellaneous Records of Douglas County, Nebraska.

Subsequent to receiving the above-described property, grantor caused a portion of same to be established into a condominium regime known as "The Summit Condominium Property Regime", initially consisting of Units 1 through 30, inclusive. The Master Deed establishing said regime was dated March 8, 1973, and recorded in Book 1476 at Page 37 of the Deed Records of Douglas County, Nebraska. In the making of the conveyance herein it is the intent of the grantor to convey all interests, of whatsoever nature, which it may have in The Summit Condominium Property Regime; that interest includes all Units of The Summit Condominium Property Regime, except Units #5, #9, and #12, which Units have been conveyed to other parties prior to the date of this instrument.

No witness. Acknowledged February 1, 1974 by Gretchen Swanson Pullen, President of The Villas Corporation, a corporation, in due form for said corporation, before Charles P. Fike, Notary Public with general seal, Douglas County, Nebraska.

Commission expires August 1, 1977.

NO. 80 IN THE OFFICE OF THE COUNTY CLERK OF DOUGLAS COUNTY, NEBRASKA.

Book 21 : Certificate of the Summit : CERTIFICATE
 Page 86 : Partnership LTD., a limited :
 : partnership : Filed March 1, 1974

We, the undersigned, desiring to form a limited partnership pursuant to the laws of the State of Nebraska, certify as follows:

ARTICLE I

Name

The business of the partnership shall be conducted under the firm name of "THE SUMMIT PARTNERSHIP, LTD."

ARTICLE II

Purpose

The nature of the business to be transacted is that of acquiring, developing, improving, managing, owning, dealing in, selling and conveying real estate of all kinds; acquiring, managing, owning and dealing in personal property of all kinds; and the doing of all things reasonably related to, and necessary and proper for, the conduct of such business.

ARTICLE III

Principal Place of Business

The principal place of business of the partnership is to be located at Suite 236, 8401 West Dodge Road, Omaha, Nebraska 68114.

ARTICLE IV

Names and Residences of Partners

The name and place of residence of each partner, general and limited, respectively, is as follows:

General Partner

Gretchen S. Pullen
 608 Fairacres Road
 Omaha, Nebraska 68132

Limited Partner

John J. Byrne
 9780 Western Plaza
 Omaha, Nebraska 68114

ARTICLE V

Term of Existence

The partnership shall begin on February 1, 1974 and shall continue until December 31, 1983, unless sooner terminated as hereinafter provided.

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ARTICLE VI

Capital Contributions and Withdrawals

1. Initial contributions.

A. Cash. Each partner shall contribute to the partnership in cash the amount set forth opposite her or his name:

<u>Name</u>	<u>Contribution</u>
Gretchen S. Pullen	\$3,720.00
John J. Byrne	2,280.00

B. Other property. Each partner shall contribute to the partnership other property, consisting of undivided interests (general partner - 62%; limited partner - 38%) in all of the property, real or personal, tangible or intangible, formerly held in the name of The Villas Corporation, and distributed in liquidation to them as shareholders of The Villas Corporation. Said property includes two tracts of real estate located in the vicinity of 97th and Western Avenue, in the City of Omaha, of 15.84 acres (fee title) and 3.18 acres (equitable title pursuant to land contract with Duchesne College and Convent of the Sacred Heart), respectively, together with improvements to the real estate, furniture (model and office), one automobile, accounts receivable and nominal additional cash, all of the total agreed value of \$2,049,580.00.

The 15.84 acre tract is transferred subject to the mortgage indebtedness due the Omaha National Bank, and the 3.18 acre tract is transferred subject to the balance due the land contract vendor with respect to same. In addition, the partners transfer, and the partnership accepts, all other liabilities formerly the obligation of The Villas Corporation, including a non-mortgage note in favor of the Omaha National Bank, miscellaneous notes in favor of former shareholders of The Villas Corporation, and accounts payable. The total agreed value of the foregoing liabilities is \$2,098,807.00.

It is the intention of the parties hereto that the partnership succeed to all of the assets and liabilities formerly held and owed by The Villas Corporation, and that the partners' ratio of contributions relative to same shall be 62% and 38%, respectively, for the general and the limited partner.

2. Additional contributions by the general partner. The general partner may make additional contributions to the capital of the partnership in such amounts and at such times as she may deem necessary for the proper operation of the partnership business.

3. Other contributions and withdrawals. Each partner, general or limited, may make additional contributions to the capital of the partnership, or withdrawals from her or his capital account, in such amounts and at such times as may be unanimously acceptable to all. The provisions of this paragraph 3 of Article VI shall not be construed as a limitation on the absolute right and discretion of the general partner to make additional contributions to the partnership under the terms of paragraph 2 of this Article VI.

4. Capital accounts. An individual capital account shall be maintained for each partner to which shall be credited or debited his or her contributions or withdrawals, as the case may be.

ARTICLE VII

Profits and Losses

1. Fiscal year. The fiscal year of the partnership shall terminate on December 31 of each year, or upon such other date as the parties may hereinafter mutually and properly elect.

2. Statements of account. As of the close of each fiscal year, the general partner shall make and distribute, or cause to be made and distributed, to the limited partner, a full and detailed statement showing the operation of the partnership business during such fiscal year, together with a true and correct statement of all income and disbursements during such year.

3. Net profits. The net profits earned by the partnership during each fiscal year shall be credited as of the close thereof to the capital accounts of the partners in percentage proportions, which shall be determined from time to time as hereinafter provided. The initial profit-sharing percentages are as follows:

General Partner

Gretchen S. Pullen 71.57%

Limited Partner

John J. Byrne 28.43%

In the event that, for purposes of securing partnership indebtedness, the general partner shall be required, or deem it necessary, to pledge collateral of hers in addition to the collateral which she has previously pledged against indebtednesses now held by the partnership, or against indebtednesses which are now liens upon partnership property, the general partner's profit-sharing percentage shall be increased from that set forth above, and the percentage of the limited partner shall be decreased accordingly. The general partner's ratio shall at all times be equivalent to a figure, the numerator of which is the total dollar amount of partnership's indebtedness (defined to include indebtedness which constitutes a lien upon partnership's property, even if not assumed) secured by a pledge of the general partner's collateral, and the denominator of which shall be the total amount of partnership's indebtedness secured by collateral of the general partner, the limited partner and the wife of the limited partner.

At the date of this agreement the general partner has collateralized \$531,040.00 out of a total of \$742,000.00 collateralized partnership debt. Profits shall be divided pursuant to the ratios in existence as of the end of each fiscal year.

4. Net losses. Losses suffered or incurred in the conduct of the business of the partnership during any fiscal year shall be debited as of the close thereof to the capital accounts of the partners in the same proportions to which they are respectively entitled to share profits of the partnership as provided above; provided, however, that the limited partner shall not in any event be liable or subject to any loss whatsoever beyond the amount contributed by him as aforesaid to the capital of the partnership, nor shall he be personally liable for any debts, encumbrances or losses of the partnership in any event or to any extent whatsoever.

ARTICLE VIII

Management and Control

The limited partner shall not participate in the management or control of the partnership's business nor shall he transact any business for the partnership, nor shall he have the power to act for or bind the partnership, such powers being vested solely and exclusively in the general partner.

ARTICLE IX

Banking

All funds of the partnership shall be deposited in its name in such checking accounts as shall be designated by the general partner. All withdrawals therefrom shall be made upon checks signed by the general partner, or by any party to whom the general partner has given such authority.

ARTICLE X

Books and Records

The partnership books shall be maintained at the principal office of the partnership, or at such other place as the parties may hereinafter mutually agree, and each partner shall at all times have access thereto. The books shall be closed and balanced at the end of each fiscal year, and, upon the request of any partner, general or limited, an audit shall be made as of the closing date by a certified public accountant.

ARTICLE XI

Assignment and Substitution

The limited partner shall have the right to assign his interest in the partnership upon thirty (30) days' written notice delivered to the general partner at the principal office of the partnership. Any such assignment shall be effective only to give the assignee the right to receive the share of profits to which his assignor shall be entitled, and shall not give the assignee the right to receive the share of profits to which his assignor would otherwise be entitled, and shall not give the assignee the right to become a substituted limited partner.

With the consent of the general partner, the limited partner may substitute an assignee as a new limited partner in his place either in whole or in part.

Nothing contained in this paragraph, however, shall prevent the interest of the limited partner from being:

1. Transferred or disposed of by will or intestacy to or for the benefit of the deceased partner's immediate family, or transferred during his lifetime by gift or inter vivos trust, to or for the benefit of the partner's immediate family; and

2. Sold, transferred, assigned, pledged, encumbered, or otherwise hypothecated to any partner herein.

For the purpose of this paragraph, "immediate family" is defined as the husband, wife, adult child, or adult sister or adult brother of a partner.

ARTICLE XII

Termination

The general partner may retire from the partnership upon the giving of thirty (30) days' notice in writing to the other partner. Upon the retirement, death or adjudicated insanity of the general partner, the partnership shall be dissolved and terminated in accordance with the provisions of Article XIII.

The death of the limited partner shall not terminate the partnership business, but the interest of the deceased limited partner shall pass in accordance with the provisions of Article XI hereof. The adjudicated insanity of the limited partner shall cause the immediate termination of the partnership, following which the partnership shall be dissolved and terminated in accordance with Article XIII.

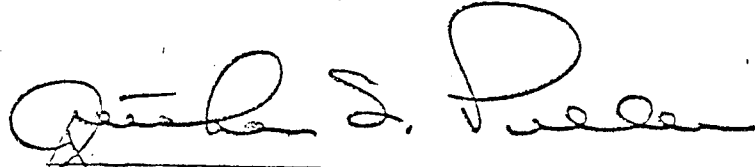
ARTICLE XIII

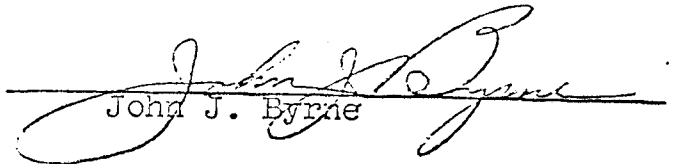
Liquidation

Should the partnership be terminated, there shall be a liquidation of the assets thereof. The proceeds of liquidation shall be distributed, as realized, in payment of liabilities of the partnership in the following order:

1. To creditors of the partnership;
2. To the limited partner in respect of his share of any undrawn profits;
3. To the limited partner in respect of his contributions to the capital of the partnership;
4. To the general partner in respect of undrawn profits; and
5. To the general partner in respect of her capital contributions.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing certificates this 1st day of February, 1974.


Gretchen S. Pullen


John J. Byrne

No witness. Acknowledged February 1, 1974 by Gretchen S. Pullen and John J. Byrne, before Charles P. Fike, Notary Public with general seal, Douglas County, Nebraska.

Commission expires August 1, 1977.

No. 81 : Gretchen Swanson Pullen and : QUITCLAIM DEED
 Book 1500 : Webster E. Pullen, wife and : Dated Febr. 1, 1974
 Page 155 : husband and John J. Byrne and : Filed April 16, 1974
 : Phyllis B. Byrne, husband and :
 : wife :
 : :
 : to :
 : The Summit Partnership, LTD., a :
 : limited partnership :

Gretchen Swanson Pullen and Webster E. Pullen, wife and husband, and John J. Byrne and Phyllis B. Byrne, husband and wife, (hereinafter collectively referred to as "grantors"), in consideration and fulfillment of a plan of dissolution of The Villas Corporation agreed to under date of February 1, 1974, hereby quitclaim, convey and confirm unto The Summit Partnership, LTD., a limited partnership consisting of Gretchen Swanson Pullen (General partner) and John J. Byrne (limited partner) the following described real estate located in Douglas County, Nebraska: A tract located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16-15-12 containing 15.84 acres, more or less, together with an easement for ingress and egress located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16-15-12 containing 1.17 acres, more or less, and including all interest in "The Summit Condominium Property Regime" exclusive of Units #5, #9 and #12, all as more particularly described in a Corporation Quitclaim Deed of even date from The Villas Corporation (grantor) to Gretchen Swanson Pullen and John J. Byrne (grantees) which is recorded in Book 1500 at Page 151 of the Deed Records of Douglas County, Nebraska.

It is the intention of the grantors herein to convey to the grantee herein all of the right, title and interest received by them in and to the property described in the aforesaid Corporation Quitclaim Deed.

No witness. Acknowledged February 1, 1974 by Gretchen Swanson Pullen and Webster E. Pullen, wife and husband, before Charles P. Fike, Notary Public with general seal, Douglas County, Nebraska.

Commission expires August 1, 1977.

No witness. Acknowledged February 1, 1974 by John J. Byrne and Phyllis B. Byrne, husband and wife, before Charles P. Fike, Notary Public with general seal, Douglas County, Nebraska.

Commission expires August 1, 1977.

No. 83. IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA.

Morton A. Richards,, in person and for all persons similarly situated, Plaintiff,)	
)	
vs.)	App. Doc. 712 No. 49.
Gretchen Swanson Pullen and The Summit Partnership, Ltd., Defendants.)	Pending.

September 10, 1976.

Filed Petition of plaintiffs praying for the judgment of this Court in ordering that the defendants be required to construct those common elements described in the Master Deed and By-Laws of the Summit Condominium, and more particularly be ordered to construct a gatehouse suitable for a caretaker's residence in conformance with the Master Deed, By-laws and specifications attached thereto or, alternatively that the plaintiffs recover the sum of \$54,000.00 and such other costs, disbursements, attorneys' fees and other such relief as the Court may authorize.

September 10, 1976.

Issued summons.

September 16, 1976.

Summons returned served September 13, 1976 upon Gretchen Swanson Pullen, personally in Douglas County, Nebraska.

Also returned served September 14, 1976 upon The Summit Partnership, Ltd., by delivering to Charles Fike, General Agent, personally in Douglas County, Nebraska, a true and duly certified copy of the writ with all the endorsements thereon, he being in charge at the usual place of doing business of such named Partnership in said County.

October 12, 1976.

Defendant granted two weeks extension of time within which to plead.

October 28, 1976.

Filed motion of defendant for plaintiff to make petition more definite and certain.

November 1, 1976.

Hearing on motion set for November 22, 1976 at 2 o'clock P.M.

December 6, 1976.

Filed Amended Petition of plaintiff praying for judgment of the court under all the counts and causes of action in the amount of \$94,733.50 along with such other general damages, costs, disbursements, fees and such other relief as the Court may authorize.

January 10, 1977.

Filed motion of plaintiff for an entry of judgment against the defendants in the sum of \$94,733.50 and plaintiff's costs taxed at \$33.00 for the reason that defendant has failed to either answer or demur to the petition.

January 13, 1977.

Hearing on motion set for January 18, 1977 in the District Court of Douglas County, Nebraska.

January 20, 1977.

Filed answer of defendants.

No. 82
Misc. 549
Page 639

AMENDMENT
to
MASTER DEED AND BY-LAWS
Establishing
THE SUMMIT CONDOMINIUM
PROPERTY REGIME

Filed Apr. 14, 1975

The undersigned being all of the Co-owners of The Summit Condominium Property Regime, hereby amend the Master Deed and By-Laws establishing said Regime by deleting the original text of each of the paragraphs or subparagraphs designated below in its entirety, and, in certain instances (set forth below) substituting therefor new paragraphs or subparagraphs, all as follows:

Paragraph 1A. "Declarant" shall mean The Villas Corporation, a Nebraska corporation, which has made and executed this Declaration, except that from and after February 1, 1974, and where material, "Declarant" shall mean or include The Summit Partnership, Ltd., a Nebraska limited partnership consisting of Gretchen Swanson Pullen, General Partner, and John J. Byrne, Limited Partner, said partnership having on such date succeeded to the interests of The Villas Corporation in "The Summit".

Paragraph 5E. Declarant Performs Functions. Until a date three years from the date of completion of construction of the Project (including Unit interiors) or until all Units have been sold by Declarant, whichever is sooner, the rights, duties and functions of the Board of Administrators shall at Declarant's option be exercised by Declarant.

Paragraph 14. Co-owner's Obligation to Repair. Except for those portions which the Board of Administrators is required to maintain and repair hereunder, if any, the maintenance of the interior of each Unit, together with its equipment and appurtenances, shall be done at the expense of the Owner of that Unit. Without limitation upon the foregoing, each Co-owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, Nutone food centers, ranges or ovens that may be in or which serve solely such Co-owner's Unit, but utility lines running to or from the Unit shall be repaired and maintained by the Board of Administrators.

The Board of Administrators and Manager shall not be responsible to the Co-owner for loss or damage by theft or otherwise of articles which may be stored by the Co-owner on the patio or in the garage or Unit.

The Co-owner shall promptly discharge any lien which may hereafter be filed against his Condominium by the Board of Administrators and shall otherwise abide by the provisions of Section 76-817 of the Condominium Property Act.

Paragraph 15. Prohibition Against Structural Changes by Co-owner. The Co-owner shall not, without first obtaining written consent of the Board of Administrators, make or permit to be made any structural alteration, improvement or addition to the exterior of the buildings or other Common Elements. The Co-owner shall do no act or any work that would impair the structural soundness or integrity of the buildings or safety of the property or impair any easement or hereditament without the written consent of all the Co-owners. The Co-owner shall not paint

or decorate any portion of the exterior of the buildings or other Common Elements or any portion of the patio fences or garages without first obtaining written consent of the Board of Administrators.

Paragraph 16A. No Co-owner shall occupy or use his Unit or permit the same or any part thereof to be occupied or used for any purpose other than a private residence for the Co-owner and the Co-owner's family or the Co-owner's lessees or guests. Nothing herein shall be construed to prohibit the Declarant, or its agents or managers, from operating a realty office in any Unit until such time as all Units have been sold.

Paragraph 16D. Except for the limited purpose set forth in the last sentence of subparagraph A above, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements, without the prior consent of the Board of Administrators and in no case will illuminated signs be permitted.

Paragraph 21B. Limitation on Sale or Lease and Right of First Refusal. Subparagraph B of Paragraph 21 shall be deleted in its entirety.

Paragraph 24E. Notification of Improvements in Excess of \$1,000. This Subparagraph shall be, and hereby is, deleted in its entirety.

Paragraph 32. Declarant is the owner of the following described property, to-wit:

That tract of real estate bounded and described as follows: Beginning at a point 988.0 feet North and 468.6 feet west of the east one-quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said point being also on the south line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a westerly direction, along the south line of said Meadowbrook Addition, a distance of 851.75 feet to the west line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left in a southerly direction along the west line of said Southeast Quarter of the Northeast Quarter a distance of 810.6 feet, thence left, in an easterly direction, along a straight line a distance of 852.8 feet, thence left, in a northerly direction, parallel to the east line of said Section 16, a distance of 808.9 feet to the south line of said Meadowbrook Addition and the point of beginning, and containing a calculated area of 15.84 acres, more or less,

which property includes the Project and additional land. Declarant is developing The Summit in phases of which Phase I, of 30 units, is covered by this Declaration. Declarant reserves the right, and makes this Declaration conditioned upon such reservation, to add to the Project not more than 30 additional Units, to be located on that portion of the above described land not included in Phase I on the following conditions:

A. The additional Units shall be reasonably compatible with Units 1 to 30, but may vary in square footage.

B. The additional Units shall have the same rights in and to the Common Elements as do Units 1 to 30.

C. The additional Units shall be added to and become subject to this Declaration and be governed by all the terms and provisions hereof.

D. The value of each of the additional Units shall be at least the same as the value for Units 1 to 30 as set forth in Exhibit B to the original Master Deed and By-Laws. Each of the additional Units shall have only one (1) vote per Unit. The proportionate interest in the Common Elements of each of Units 1 to 30 shall be decreased to a fraction which has one as the numerator and the total number of Units (as increased to not more than 60) as the denominator.

E. Additional Units shall be added hereto by the execution and recording of a Supplement to this Declaration, listing and showing the additional Units and making them subject to the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 21 day of February, 1975.

Maude P. Johnson
Maude P. Johnson, an unmarried widow
(Owner of Unit #4)

John J. Byrne
John J. Byrne
Phyllis B. Byrne
Phyllis B. Byrne
(Owners of Unit #5)

Charles E. Lakin
Charles E. Lakin

Florence M. Lakin
Florence M. Lakin
(Owners of Unit #8)

BYRON REED COMPANY, INC.

ATTEST:

J. C. [Signature]

By: Maude P. Johnson
Title: (Owner of Unit #9)

Frank J. Bender
Frank J. Bender

Marge M. Bender
Marge M. Bender
(Owners of Unit #12)

Morton A. Richards
Morton A. Richards

Elaine Richards
Elaine Richards
(Equitable Owners of Unit #7)

THE SUMMIT PARTNERSHIP, LTD.

By: Gretchen Swanson Fullen
Gretchen Swanson Fullen
General Partner
(Owner of all remaining Units)

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 11 day of February, 1975, before me, a Notary Public qualified for said county, personally came MAUDE P. JOHNSON, an unmarried widow, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

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



DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 27 day of February, 1975, before me, a Notary Public qualified for said county, personally came JOHN J. BYRNE and PHYLLIS B. BYRNE, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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



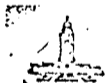
DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 13 day of February, 1975, before me, a Notary Public qualified for said county, personally came CHARLES E. LAKIN and FLORENCE M. LAKIN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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



DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 11 day of February, 1975, before me, a Notary Public qualified for said county, personally came Richard J. Reed, a corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

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




DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 21 day of February, 1975, before me, a Notary Public qualified for said county, personally came FRANK J. BENDER and MARGE M. BENDER, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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


 DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 12 day of February, 1975, before me, a Notary Public qualified for said county, personally came MORTON A. RICHARDS and ELAINE RICHARDS, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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


 DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 13 day of February, 1975, before me, a Notary Public qualified for said county, personally came GRETCHEN SWANSON PULLEN of The Summit Partnership, Ltd., a partnership, to me personally known to be the General Partner and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as such General Partner and the voluntary act and deed of said partnership.

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

 DANIEL C. WEST
GENERAL NOTARY - State of Nebr.
My Commission Expires
September 9, 1977

Daniel C. West
Notary Public

APPROVAL BY MORTGAGEE

The above Amendment to Master Deed and By-Laws is hereby approved this 11th day of February, 1975.

THE OMAHA NATIONAL BANK
By: Donald P. Lewis
Title: Vice President

ATTEST:
Daniel C. West

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 22-75
14 DAY OF April 1975 AT 10:27 AM. C. HAROLD OSTLER, REGISTER OF DEEDS