

105—WARRANTY DEED—Corporation

The Huffman General Supply House, Lincoln, Nebr.

THIS INDENTURE, Made this 12th day of May A. D., 1953 between

N. P. DODGE CORPORATION

a corporation organized and existing under and by virtue of the laws of the State of Delaware
party of the first part, and Robert W, Dillon

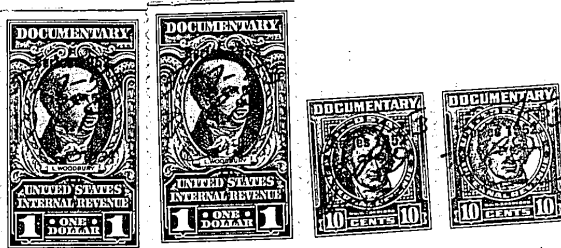
of the County of Douglas, and State of Nebraska, part y of the second part,

WITNESSETH. That the said part y of the first part for and in consideration of the sum of
One Dollar (\$1.00) & other valuable consideration - - - - - DOLLARS
in hand paid, receipt whereof is hereby acknowledged, has sold and by these presents does grant, convey and confirm
unto the said part y of the second part, the following described premises, situated in Omaha
Douglas County, and State of Nebraska, to-wit:

All of Lots Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26),
Twenty-seven (27), Twenty-eight (28), Twenty-nine (29) and Thirty-two (32), in
Westbrook Addition to Omaha, as surveyed, platted and recorded.

Subject to the following restrictions:

- A. They shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain thereon other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.
- B. No dwelling costing less than \$2,500.00 shall be permitted on said lots. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one story structure nor less than 550 square feet in the case of a one and one-half or two story structure.
- C. Any dwelling erected on any lot shall be built of new material upon good substantial brick or stone foundations or equivalent; no building nor any part nor projection thereof except the cornice of the roof shall at any time be erected or located within 25' of the front lot line, or in the case of a corner lot within 12½ feet of the side street line of said lot, except that an open porch or roof thereon or a terrace may be attached to the building between it and said street line. No building shall be located on any interior lot nearer than 5 feet to any side lot line, except that the side yard space may be not less than two feet for a garage or other outbuilding located 75 feet or more from the front lot line.
- D. No noxious or offensive trade or activity shall be carried on nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- E. Any garage or other outbuilding, shall be constructed of new material, at least on the outside, and must be neatly painted if not made of brick, stone or stucco, and no garage, outbuilding, temporary structure or tent will be used for dwelling purposes.
- F. Before making any improvements, the Grantee agrees during the term of the restrictions above specified to notify the grantor of the intentions to build and to present the plans and specifications to the Grantor or its agents, merely to show that the same are within the terms of said restrictions.
- G. All dirt from the cellar, basement or other excavations on said premises during said periods shall be removed from said premises, and the general slope of said premises and terrace, after the building has been erected, shall remain substantially as it is at the date hereof.
- H. An easement is reserved over the rear five feet of the lot for utility installation and maintenance.
- I. These covenants are to run with the land and shall be binding on all of the parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of all the lots in said Westbrook Addition it is agreed to change the said Covenants herein in whole or in part.
- J. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.
- K. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



Subject to liens or encumbrance assumed or created by Grantee or his assigns on or after April 17, 1951. Subject to the second one-half of the 1950 State & County taxes and the second one-half of the 1951 City Taxes, and all special taxes or assessments due or payable on or after April 17, 1951, including any non-delinquent installments.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging unto the said Robert W. Dillon

And the said N. P. DODGE CORPORATION for itself or its successors, does hereby covenant and agree to and with the said part y of the second part and his heirs and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises; that it has good right and lawful authority to convey the same; that they are free from encumbrance except as above stated

does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever. IN WITNESS WHEREOF, the said

has hereunto caused its corporate seal to be affixed and these presents to be signed by its President the day and year first above written.

Signed, sealed and delivered in presence of ATTEST:

Elizabeth C. Dillon Secretary

N. P. DODGE CORPORATION.

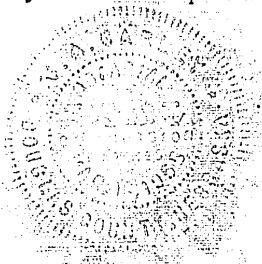
By N. P. Dodge, Jr. President

STATE OF NEBRASKA Douglas County ss.

On this 12th day of May 19 53 before me, the undersigned, a Notary Public in and for said County, personally came N. P. Dodge, Jr., President of the N. P. DODGE CORPORATION

to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said N. P. DODGE CORPORATION, and that the Corporate seal of the said N. P. DODGE CORPORATION was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written. My Commission expires the 10th day of March 19 55



Notary Public

43. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, 27 DAY May 19 53 AT 4:28 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. 4.75