

Premises.

Signed this 9th day of March A.D. 1912.

In Presence of

Anna Hudecek

J. F. Murphy

State of Nebraska } ss:

Douglas County }

On this 9th day of March A.D. 1912 before me the undersigned Joseph F. Murphy a Notary Public, duly commissioned and qualified for and residing in said County, personally came Annie Hudecek (Wife of Dominyk Hudecek) to me known to be the identical person whose name is affixed to the foregoing conveyance as grantor, and acknowledged the execution of the same to be her voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Joseph F. Murphy, Notary Public.
Douglas County Nebraska.

Joseph F. Murphy, Notary Public.

Commission Expires July 19th 1915.

JULIUS J. SMITH & WIFE

to

CHARLES F. FAHS
Q.C.D. \$1.25 Pd.

Filed April 10, 1912 at 1 P.M.

W. J. Smith
County Clerk.

this indenture, made this third day of April in the year one thousand nine hundred and twelve between Julius J. Smith and Bessie H. Smith, husband and wife of Sarpy County State of Nebraska of the first part and Charles F. Fahs of the second part.

Witnesseth, That the said part_ of the first part, in consideration of the sum of one and NO/100 Dollars to them duly paid, the receipt whereof is hereby acknowledged, have granted, conveyed, remised released and quit claimed, and by these presents do grant, convey remise, release and forever quit claim unto the said party of the second part, and to his heirs and assigns forever, all their right title, interest, estate, claim and demand, both at law and in equity, of, in, and to the following described real estate situate in Sarpy County and State of Nebraska, to wit: Beginning at a point eighteen hundred and seventy two (1872) feet west and two hundred ninety four and three tenths (294.3) feet north of the south east corner of section twenty three (23) township Fourteen (14) North of range Thirteen (13) East of 6P.M. Thence north one hundred forty two and six tenths (142.6) feet to the Right of way of Omaha and Southern InterUrban Railway Company, Thence South Easterly along said right of way six and five tenths (6.5) feet. Thence in a Southerly direction 137.5 feet to the place of beginning & containing 0.01/100 of an acre more or less.

This deed is made to, settle and adjust the boundary line between the lands of the parties hereto. Together with all and singular the hereditaments and appurtenances thereunto belong: To have and to hold the above described premises unto the said Charles F. Fahs and his heirs and assigns:

In witness whereof, the said parties of the first part have hereunto set their hand the day and year first above written.

Signed, Sealed and Delivered in Presence of

Julius J. Smith

A. H. Hood

Bessie H. Smith

State of Nebraska }

County of Sarpy } ss:

On this third day of April A.D. 1912 before me A. H. Hood a Notary Public duly commissioned and qualified for and residing in said County and State, personally came the above named Julius J. Smith and Bessie H. Smith who are personally known to me to be the identical persons described in and whose names are affixed to the foregoing deed as grantors and they severally acknowledged the foregoing instrument to be their voluntary act and deed for the purposes therein stated.

Witness my hand and Official Seal at Bellevue in said County, on the date last above mentioned.
A. H. Hood, Notary Public.
Commission Expires May 24, 1913.

HILLCREST LAND COMPANY

to

CHARLES F. FAHS
W.D. 1.25Pd.

Filed April 10, 1912 at 1 P.M.

A. H. Hood
County Clerk.

Know all men by these presents, That Hillcrest Land Company a corporation organized under the laws of the State of Nebraska, in consideration of One and no/100 Dollars, in hand paid, does hereby grant, bargain, sell, convey and confirm unto Charles F. Fahs of Omaha Douglas county Nebraska the following described real Property, situate in the County of Sarpy and State of Nebraska to-wit: Beginning at a point four hundred (400) feet south of a point in the center of the Baldwin Grove road one hundred nineteen and eight tenths (119.8) feet east of the east line of the Boulevard (a road sixty six (66) feet in width) said point being nineteen hundred sixty two and two tenths (1962.2) feet North of the South line of Section Twenty three (23) Town Fourteen (14) North, of Range Thirteen (13) east of the 6th P.M. and seven hundred ninety eight and seven tenths (798.7) feet east of the north and south centerline of said section Twenty three (23) The south quarter corner of which is twenty six hundred thirty eight and five tenths (2638.5) feet west of the south east corner of said section twenty three (23) : Also being five hundred nineteen and eight tenths (519.8) feet west of the sub quarter line; Thence west forty six and five tenths (46.5) feet to the east line of said Boulevard; Thence Southeasterly along said easterly line of the Boulevard one hundred fifty five and nine tenths (155.9) feet to the north line of land of Paul P. Smith; Thence east fifteen and eight tenths (15.8) feet; Thence north one hundred and fifty three (153) feet to the place of beginning containing 0.11/100 of an acre more or less. Together with all the tenements, Hereditaments and Appurtenances to the same belonging, and all the estate, Title Claim or Demand whatsoever of the said Hillcrest Land Company of, in or to the same or any part thereof. To have and to hold the above described premises, with the appurtenances, unto the said Charles F. Fahs and to his heirs and assigns forever.

And the said Hillcrest Land Company for itself and its successors, does covenant with the said Charles F. Fahs and with his heirs and assigns, that it is lawfully seized of said premises that they are free from incumbrance, that it has good right and lawful authority to sell the same, and that it will and its successors shall warrant and defend the same unto the said Charles F. Fahs and his heirs and assigns forever against the lawful claims and demands of all persons whomsoever.

In witness whereof, said Hillcrest Land Company has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed, this third day of April A.D. 1912.

In Presence of

Hillcrest Land Company

By Julius J. Smith, President.

Attest Paul P. Smith Secretary.

A. H. Hood
Hillcrest Land Company, Corporate Seal
Sarpy County Nebraska

State of Nebraska

County of Sarpy

ss: On this third day of April A.D. 1912 before me a Notary Public duly commissioned and qualified in and for said County, personally came the above named Julius J. Smith, President and Paul P. Smith Secretary of Hillcrest Land Company who are personally known to me to be the identical persons whose names are affixed to, the above deed as President and Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation

Witness my hand and Official at Bellevue Nebraska in said County the date aforesaid.
A. H. Hood, Notary Public.
Commission Expires May 24, 1913.

ELIZABETH DIVELBISS

to

WHOM IT MAY CONCERN
Aff. \$1.00 Pd.

Mrs. Elizabeth Divelbiss,
Omaha, Nebr.

Filed April 11, 1912 at 9 A.M.

M. E. Divelbiss
County Clerk.

South Omaha Neb. July 1, 1911,

Dear Madam:-

In consideration of the Warranty Deed delivered to me this day, covering on the south 230 feet, of the North 335 ft. of the East 245 ft. of the North 5 acres of lot 1, Estes Subdivision, Section 23, Township 14, Range 13, Sarpy County, Nebraska, as surveyed, platted and recorded.

I hereby agree that when the amount of Six Hundred Dollars has been paid in accordance with twelve promissory notes of even date herewith, that the said described property shall be re-deeded when the above notes have been fully paid, it being expressly understood that each and every note shall be paid promptly when due and in the event that the said amount has not been paid by July 1st, 1912, it is understood that the within described property shall be my personal property and that any possible claim of yours will be released.

Yours very truly

Erle L. Brown

Within Conditions are hereby agreed to Mrs. E. Divelbiss.

State of Nebraska)
Douglas County) ss:

Elizabeth Divelbiss being first duly sworn deposes and says, that the warranty deed executed by herself and husband to E. L. Brown to the property described in the paper attached hereto, was given as security for the payment of \$500.00, and the agreement entered into between said Brown and this affiant was to the effect that as soon as said sum was paid he was to reconvey said property to this affiant and that said deed was to be considered as security only for the payment of said sum.

Elizabeth Divelbiss

Subscribed in my presence and sworn to before me this 6th day of April 1912.

James P. English, Notarial Seal
Douglas County, Nebraska

Commission Expires April 19, 1917.