

SARPP

VA-15668 lot 9  
TA-29433 lot 14  
TA-89202 lot 10

BLK CHWOOD FORMS  
SARPP

A. T. & T. CO.  
L. C. DEPT.

\$ 10.00

APPROVED:

28-623  
1178  
12-22  
*Edith Helwig*  
Notary Public

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

-\$ - - - - Dollars, in consideration of which the undersigned hereby grant(s) and convey(s) unto said Company, its associated and allied companies, its and their respective successors, assigns, licensees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantee may from time to time require, consisting of underground cables, wires, conductors, switches, devices and splicing boxes, and surface teeing-terminals, repeaters, repeater-branches and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own(s) or in which the undersigned have (has) any interest in, the South Half of the Southeast Quarter (S4 SW4), Quarter (S4 SW4) of Section Nine (9) and, the South Half of the Southeast Quarter (S4 SW4), of Section Eight (8), all in

Township 13 North of Range 13 East, County of SARVY and State of Nebraska, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip in clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction periods to so clear and to use as required an additional fifteen feet on each side of said strip; and to install grass and stiles in any places crossing said strip. The with boundary of said one rod strip shall be a line parallel to and five (5) feet North of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned, or on adjacent lands. The undersigned for her self(s) her heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said strip. The grantee agrees that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the soil, and to pay for damage to fences and growing crops arising from the construction and maintenance of the abovesaid systems.

Filed in Numerical Index and Recorded in the Register of Deeds office in Sarvy County, Nebraska.

Done Day 19th of December, 1960, at RD. #1, Fort Crook, Nebraska

Signed and sealed this 19th day of December, 1960, at RD. #1, Fort Crook, Nebraska  
Witness: Edith Helwig (Seal)  
(Joe A. Easton) (Seal)  
Edith Helwig (Seal)  
(Mildred Helwig) (Seal)

STATE OF NEBRASKA  
COUNTY OF SARVY

On this 19th day of December, 1960, before me, a notary public in and for said County, personally came the abovesigned Edith Helwig, a widow

Edith Helwig  
who is personally known to me to be the identical person whose name is subscribed to the above instrument as grantor and she acknowledged said instrument to be her voluntary act and deed.

Witness my hand and notarial seal, the date last aforesaid, My commission expires on the 16th day of July, 1962

Edith Helwig  
Notary Public

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a notary public in and for said County, personally came the above named \_\_\_\_\_

who personally known to me to be the identical person whose name is subscribed to the above instrument as grantor and she acknowledged said instrument to be her voluntary act and deed.

Witness my hand and notarial seal, the date last aforesaid, My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

A. T. & T. CO.  
L. L. Dept.

\$ 10.00

APPROVED: *[Signature]*  
Notary Public  
623  
1178

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

TEN and no/100 - - - - - Dollars, in consideration of which the undersigned hereby grant(s) and convey(s) unto said Company, its associated and allied companies, its and their respective successors, assigns, licensees and agents, a right of way and easement to construct, operate, maintain, replace and reserve such communication systems as the grantee may from time to time require, consisting of underground cables, wires, conductors, switches, devices and splicing boxes, and various working-instruments, repeaters, apparatuses and meters, and other appurtenances, open, over and under a strip of land one and wide across the land which the undersigned own(s) or in which the undersigned have (has) any interest in, the South Half of the Southeast Quarter (S4 SW4), Quarter (S4 SW4) of Section 17 1/2 (9) and, the South Half of the Southeast Quarter (S4 SW4), of Section Eight (8), all in

Township 11 North of Range 13 East, County of SARIS, and State of Nebraska, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip to clear and keep cleared all trees, stumps, brush and other obstructions from the surface and subsurface of said strip and during construction periods to so clear and to use as required, an additional fifteen feet on each side of said strip; and to install poles and wires in any places crossing said strip. The north boundary of said one and strip shall be a line parallel to and 147 1/2 feet north of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the line of the undersigned, or on adjacent lands. The undersigned for half part(s) 1/2 heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or positioned on said strip. The grantee agrees that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage to fences and growing crops arising from the construction and maintenance of the aforementioned systems.

Witness my hand and seal this 19th day of December, 1950 at Wm. A. Fort Creek, Nebraska, in presence of Matilda Helwig and Matilda Helwig (Read)

Witness my hand and seal this 16th day of July, 1958 at Wm. A. Fort Creek, Nebraska, in presence of Matilda Helwig and Matilda Helwig (Read)

STATE OF Nebraska }  
COUNTY OF SARIS }

On this 16th day of December, 1950, before me, a notary public in and for said County, personally came Matilda Helwig, a widow

who personally known to me to be the identical person whose name is subscribed to the above instrument as grantor and who acknowledged said instrument to be her voluntary act and deed.

Witness my hand and notarial seal, the date last aforesaid. My commission expires on the 16th day of July, 1958.

*[Signature]*  
Notary Public



...ADVICE...  
 ...MAY...  
 ...THE STATE OF DELAWARE...  
 ...INCORPORATED...  
 ...BY...  
 ...OF THE STATE OF DELAWARE...

...AND...  
 ...AND...  
 ...AND...  
 ...AND...  
 ...AND...  
 ...AND...

...AND...  
 ...AND...  
 ...AND...  
 ...AND...  
 ...AND...

...AND...  
 ...AND...  
 ...AND...  
 ...AND...  
 ...AND...

...AND...  
 ...AND...  
 ...AND...  
 ...AND...  
 ...AND...

...AND...  
 ...AND...  
 ...AND...  
 ...AND...  
 ...AND...

...AND...  
 ...AND...  
 ...AND...  
 ...AND...  
 ...AND...



Society Public and for its County and State

## EXHIBIT A

SARCY

County, NEBRASKA

Vendor's File	Recording		Date of Instrument	Grantor	Legal Description
	Book	Page			
4724	12 Misc.	608	Jan. 22, 1946	Harley E. Hanson Dessie D. Hanson	NE $\frac{1}{4}$ SW $\frac{1}{4}$ and Tax lots 8, 10A, 10B; and Gov't lot 3 Sec. 27-T13N-R13E
4724	13 Misc.	192	Jan. 25, 1947	Harley E. Hanson	NE $\frac{1}{4}$ SW $\frac{1}{4}$ and Tax lots 8, 10A, 10B; and Gov't lot 3 Sec. 27-T13N-R13E
4725	12 Misc.	610	Nov. 27, 1945	James W. Nepinsky Emma P. Nepinsky	Tax lots 9, 10C, 12D; Sec. 27-T13-R13E
4726	12 Misc.	612	Nov. 27, 1945	August Lad Mary Lad	NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 27-T13-R13E
4726	12 Misc.	613	Nov. 27, 1945	August Lad Mary Lad	Tax lot 5 in 8 part SW $\frac{1}{4}$ Sec. 22-T13-R13
4726	13 Misc.	27	Jun. 1, 1946	August Lad Mary Lad	NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 27; E $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 20; Tax lot 2 Sec. 21-T13N-R13E
4727	12 Misc.	615	Nov. 26, 1945	Peter Ruser	Tax lot 1C Sec. 21-T13-R13E
4727	12 Misc.	614	Nov. 27, 1945	Peter Ruser	Tax lot 4B SW $\frac{1}{4}$ Sec. 22-T13-R13
4728	12 Misc.	617	Nov. 26, 1945	Maud A. Frasseur	E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 16-T13-R13; except 9.12 acres NW cor; and Tax lots 3, 4 and 1A in Sec. 21-T13-R13E
4729	12 Misc.	618	Nov. 26, 1945	Fred Schmaekloth Mary E. Schmaekloth	NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 16-T13-R13
4730	12 Misc.	619	Nov. 28, 1945	Martha Bahn	NE $\frac{1}{4}$ Sec. 16-T13-R13
4731	12 Misc.	619	Nov. 24, 1945	Mathilde Melwig Wm. Melwig	E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 2-T13N-R13E
4732	12 Misc.	620	Nov. 24, 1945	Henry A. Schumann Elean A. Schumann	S $\frac{1}{2}$ NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 9-T13N-R13E
4733	13 Misc.	12	May 14, 1946	H. Lester Daniell Doris A. Daniell	E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 4-T13N-R13E; and NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 9-T13-R13 except that portion released by Partial Release dated Jan. 3, 1961

126-278

MISCELLANEOUS RECORD No. 12

MARTHA RAHN

: Filed February 14, 1946 at 1 o'clock P.M.

*Beatty D. Collins*  
County Clerk

TO  
GREAT LAKES PIPE LINE CO. :  
Rt. of Way \$1.15 Pd. : ✓

Form 80  
Rev. 8-45

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & no/100 Dollar\_(\$5.00) to me in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Martha Rahn, (Widow), does hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, Gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Sarpy and State of Nebraska, and described as follows: NW $\frac{1}{4}$ , Section 16-T. 13-R. 13. The said grantor her heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

The Telephone and Telegraph lines if constructed above ground shall be located along fence lines or property lines.

Dated this 28 day of November, 1945.

Martha Rahn  
(Seal)  
(Seal)  
(Seal)

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 28 day of November, 1945, personally appeared Martha Rahn, widow, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

G. E. COLLINS NOTARIAL SEAL  
DOUGLAS COUNTY, NEBRASKA  
COMMISSION EXPIRES NOV. 28, 1951\*

My Commission expires Nov. 28, 1951.

G. E. Collins  
Notary Public.

MATHILDE HELWIG & HS. :

: Filed February 14, 1946 at 1 o'clock P.M.

*Beatty D. Collins*  
County Clerk

TO  
GREAT LAKES PIPE LINE CO. :  
Rt. of Way \$1.15 Pd. : ✓

Form 80  
Rev. 8-45

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five & No/100 Dollar\_(\$5.00) to us in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Mathilde Helwig and husband, Wm. Helwig, do hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, Gas

193-221

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That CHARLES G. SMITH and NELLIE M. SMITH, husband and wife, in consideration of the sum of Eighty Thousand Dollars and no/100ths (\$80,000.00) in hand paid, do hereby sell and convey unto ELMER W. HELWIG and GLADYS I. HELWIG, husband and wife, as joint tenants and not as tenants in common with right of survivorship, the following described real property situated in the County of Sarpy, State of Nebraska, to-wit:

A tract of land in the South half of the Southwest Quarter of Section 9, Township 13 North, Range 13 East of the 6th P. M., Sarpy County, Nebraska, described as follows: Commencing at the Southwest Corner of Section 9-13-13; thence S 89° 58' 39" E (assumed bearing ) along the South line of Section 9, 241.42 feet to the Southeast corner of Lot 6, Helwigs Acres, as surveyed, platted and recorded, Sarpy County, Nebraska, said corner also being the point of beginning, thence N 00° 00' 20" East along the East boundary of Helwigs Acres, 1110.61 feet to the Northeast corner of Lot 2, Helwigs Acres, thence S 89° 56' 32" E on a line parallel to the North line of the South 1/2 of the Southwest 1/4 of Section 9-13-13, 2207.12 feet to a point on the East line of the South-west 1/4 of Section 9-13-13, thence S 00° 10' 18" E along the East line of the Southwest 1/4 of Section 9-13-13, 1113.71 feet to the South Quarter corner of Section 9-13-13, thence N 89° 58' 39" W along the South line of Section 9-13-13, 2420.12 feet to the point of beginning, except the East Ten (10) acres thereof,

together with all tenements, hereditaments and appurtenances to the same belonging; the intention being to convey hereby absolute title in fee simple.

TO HAVE AND TO HOLD the premises above described with all of the appurtenances thereto belonging unto the said ELMER W. HELWIG and GLADYS I. HELWIG, husband and wife, or survivor, the heirs, executors and assigns of the survivor of them. Provided always, and by these presents, are upon the express condition that if the said CHARLES G. SMITH shall pay or cause to be paid to the said ELMER W. HELWIG and GLADYS I. HELWIG, or survivor, the heirs, executors, or assigns, of the survivor of them, the sum of \$80,000.00 payable as follows, to-wit:

- \$10,000.00 on July 1, 1974
- \$10,000.00 on July 1, 1975
- \$10,000.00 on July 1, 1976
- \$10,000.00 on July 1, 1977
- \$10,000.00 on July 1, 1978
- \$30,000.00 on July 1, 1979

together with interest thereon at the rate of 7 1/2% payable annually, according to the tenor and effect of one Promissory Note of CHARLES G. SMITH bearing even date with these presents, and shall pay all taxes and assessments levied upon said real estate and all other taxes and assessments levied upon this mortgage or upon the Note which this mortgage is given to secure, before the same becomes delinquent, then these presents to be void, otherwise to be and remain in full force.

In the event of the death of either the said ELMER W. HELWIG or GLADYS I. HELWIG, all of the payments due hereunder of either principal or interest, shall be payable to the survivor of the two.

FILED IN BOOK 122-44 on July 1, 1973 at Sarpy County, Nebraska  
*Paul J. Helwig*  
 REGISTER OF DEEDS, SARPY COUNTY, NEB.  
 6-25-73

193-221