

Miscellaneous Record No. 113

forfeit any and all rights in and to said real estate acquired under and by virtue of this agreement, and shall henceforth be deemed mere tenants at will under the said party of the first part and be liable to be proceeded against under the provisions of an Act regulating proceedings in case of forcible entry and detainer, and the acts amending the same, and any payments that shall have been made, shall become forfeited to the party of the first part, as stipulated damages for the non-performance of this contract.

Said parties, respectively, bind their heirs, legal representatives, successors and assigns to the faithful performance of the terms of this agreement.

Executed in duplicate this 1st day of July, 1935, at Omaha, Nebraska.

In presence of:

Fred W. Herke

OCCIDENTAL BUILDING AND LOAN ASSOCIATION

By F. E. Hovey President

Carl E. Brant

Leila Leone Brant

State of Nebraska)
County of Douglas) ss.

Entered in Numerical Index and filed for Record in
the Register of Deeds Office of said County, the 15th
day of July A. D. 1935, at 10:00 o'clock, A. M.

Thomas J. O'Connor

Register of Deeds

Compared by D&T

11. AFFIDAVIT

Christ N. Bull

to

State of Nebraska

Whom It May Concern) Douglas County) ss.

Christ N. Bull of legal age, being first duly sworn deposes and says that he is the owner of the southwest quarter of Section twenty-two (22), Township fifteen (15) North of Range Eleven (11) East of the 6th P. M. in Douglas County, Nebraska, subject to the Right of Way of the Union Pacific Railroad Company, and has lived on said land practically all of his life, and is, therefore, well acquainted with the physical situation of said land; that at all times since 1892 a crossing has been maintained in an east and west direction about 800 to 900 feet north of the south line of said land across said Union Pacific Right of Way and approaches thereto have been maintained, constructed of dirt, railroad ties and Sherman gravel, by said Railroad Company for the benefit and use of the owner of said above described land; that said crossing is still maintained and is in use for the convenience and benefit of this affiant and his successors in interest, and is in current use.

Further affiant saith not.

Christ N. Bull

Subscribed in my presence and sworn to before me this 8th day of July, 1935.

J. A. Nickerson

Notary Public

State of Nebraska)
County of Douglas) ss.

Entered in Numerical Index and filed for Record in
the Register of Deeds Office of said County, the 15th
day of July A. D. 1935, at 2:37 o'clock, P. M.

Thomas J. O'Connor

Register of Deeds

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10. AFFIDAVIT

John Campbell

to

STATE OF NEBRASKA

Whom it May Concern COUNTY OF DOUGLAS

John Campbell, of lawful age, being first duly sworn on oath doth depose and say, that he has been engaged in the business of searching the records and compiling therefrom abstracts of title to lands in Douglas County, Nebraska, for more than thirty-five years last past.

Affiant further states that on the 9th day of July, 1935, he called upon H. G. Porterfield in the Engineering Department of the Union Pacific Railroad Company and was shown the right-of-way records and files of the said Railroad Company pertaining to its right-of-way over and across the Southwest Quarter of Section 22, in Township 18 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, and in particular to the location of any crossings established and now in use over and across said above described land, and was shown on the maps of the right-of-way a grade crossing established many years ago and now in use permitting the owner of the land Christ Bull to cross said railroad right-of-way at a point about eight or nine hundred feet North of the South Line of said above described land. The crossing above referred to was established by the Union Pacific Engineering Department for the convenience of Christ Bull or any owner of said land, and has been in use for more than thirty years last past, which crossing granted ingress and egress to the lands on either side of said right-of-way.

And further affiant saith not.

John Campbell

Subscribed in my presence and sworn to before me this 10th day of July, A. D. 1935, in Douglas County, Nebraska.



Harland L. Moseman
Notary Public, within and for
Douglas County, Nebraska.

Commission expires October 23, 1940.

State of Nebraska

County of Douglas

Entered in Numerical Index and filed for Record in
the Register of Deeds Office of said County, the 15th
day of July A. D. 1935, at 2:37 o'clock, P. M.

Thomas J. O'Connor

Register of Deeds

Compared by D&T

11. CONTRACT

Douglas & Cary

and

Emilee Vanderford

State of Nebraska,

hereinafter designated as "the buyer," upon the terms and conditions hereinafter expressed.

THIS AGREEMENT WITNESSETH: That DOUGLAS & CARY, Omaha, Nebraska, hereinafter designated as "the seller," has agreed to sell and convey or cause to be conveyed to Emilee Vanderford whose address is 1330 So. 30th St., City of Omaha, State of Nebraska, hereinafter designated as "the buyer," upon the terms and conditions hereinafter expressed.

Lot Numbered 11 in Block 8 in Rockbrook, an Addition in Douglas County, State of Nebraska, as surveyed, platted and recorded.

PAYMENTS--The buyer agrees to pay to the seller for said Lot, at the office of DOUGLAS & CARY, 320 Koolidge Bldg., Omaha, Nebraska, or such other place as the seller may designate, the sum of Fourteen Hundred Fifty and no/100 Dollars (\$1450.00) payable One Hundred Forty-five Dollars (\$145.00) each and Fifteen & no/100 Dollars (\$15.00) on or before the first of each month hereafter or the equivalent thereof semi-annually in advance, with interest at the rate of six per cent per annum, payable semi-annually, from the date of this contract until said purchase price is paid in full.