

27-333

AGREEMENT

THIS AGREEMENT made this 12<sup>th</sup> day of October 1960, between Arthur P. Petersen and Janet Petersen, husband and wife, sellers, and Alfred Cascio and Joseph Cascio, buyers,

WITNESSETH:

(1) Sellers hereby sell to buyers and the buyers hereby purchase from the sellers the following described real estate situated in Sarpy County, Nebraska, to-wit:

A tract in the Southeast Quarter of Section 26, Township 14 North, Range 13, East of the 6th P.M., described as follows: Beginning at a point on the claim line 407.7 feet south of the center of said Section 26 and running thence easterly along the claim line 1584 feet to a point 442.7 feet south of the east and west center line of said Section 26, thence south 825 feet, thence westerly parallel with said claim line 1584 feet to the north and south center line of said Section 26, thence north 825 feet to place of beginning, excepting therefrom a tract containing 2.34 acres, more or less, conveyed to the State of Nebraska for highway purposes by deed Book 60, Page 222 of the Deed Records of Sarpy County, Nebraska, and subject to easements to Loup River Public Power District for transmission lines as shown at Book 13 Page 469 and Book 15 Page 81 of the Miscellaneous Records of Sarpy County, Nebraska, and subject to rights-of-way for established public highways.

together with the buildings and improvements thereon, for a total consideration of Fifty-six thousand and no/100ths (\$56,000.00) Dollars which buyers agree to pay to sellers, with interest on the balance of such purchase price remaining from time to time unpaid, such interest to be paid annually on November 1, 1962, November 1, 1963, November 1, 1964 and November 1, 1965, to be computed at the rate of 5% per annum from and after the 1st day of November, 1961; until said balance is fully paid. Sellers acknowledge receipt of the sum of \$10,000.00 cash in hand paid. It is agreed that the balance of the purchase price, to-wit: \$46,000.00 shall be paid in installments in the following manner:

\$12,000.00 on November 1, 1962  
\$12,000.00 on November 1, 1963  
\$12,000.00 on November 1, 1964  
\$10,000.00 on November 1, 1965

Said payments becoming due after November 1, 1961, shall be evidenced by the promissory note of buyers and their spouses, if married, payable to sellers; said note to be secured by a first mortgage lien on said real estate executed by buyers and their spouses, if married, the note and mortgage to be on form and contain covenants satisfactory to sellers.

(2) Sellers agree that they will, within a reasonable time after the execution of this agreement, furnish and deliver to buyers for the purpose of examination an abstract of title to said premises continued to date hereof. Buyers agree that they will, within a reasonable time thereafter, return said abstract to sellers together with their approval thereof or with their written objections to the merchantability thereof, and any objections not so made shall be deemed waived. Sellers shall have a reasonable time thereafter (1) within which to acquire merchantable title and to cause said abstract to so show, such title to be subject, however, to such taxes and assessments levied against said premises or other liens thereon as buyers are by their agreement obligated to pay and subject to any and