

\$ 5.00

Received of THE NORTHWESTERN BELL TELEPHONE COMPANY

Five 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, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters, repeater housings 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 West Half of the Southwest Quarter of the Southeast Quarter (W1/2SW1/4SE1/4) and the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 32,

Twp. 16 North of Range 10 East, County of Douglas, 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, roots, brush and other obstructions from the surface and subsurface of said strip and within seven feet thereof; and to install gates and stiles in any fences crossing said strip. The northerly boundary of said one rod strip shall be a line parallel to and 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, them self(ves), their heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said strip. The grantees agree 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 aforesaid systems.

Signed and sealed this 16th day of June, 1948, at Valley, Nebr.

Witness: M. R. McCaw

Bernard V. Behrendt (Seal)
Eleanor M. Behrendt (Seal)

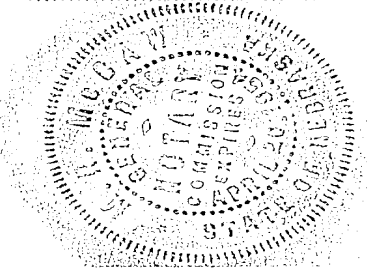


STATE OF Nebraska }
County of Douglas } ss. On this 16th day of June
A. D. 1948, before me, a Notary Public, in and for said County, personally came the above named Bernard V. Behrendt and Eleanor M. Behrendt, also known as Eleanor M. Behrendt, his wife

who are personally known to me to be the identical person, whose name is affixed to the above instrument as grantor, and that they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

M. R. McCaw Notary Public.
My commission expires on the 20th day of April A. D. 1954



UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America does hereby acknowledge and certify that a certain real estate mortgage dated the 2nd day of March, 1944, made and executed by BERNARD V. BEHRENDT and ELLEANOR M. BEHRENDT, husband and wife, of Douglas County, Nebraska, Mortgagor, to the United States of America, acting by and through the Secretary of Agriculture, and recorded in the office of the Register of Deeds in and for the County of Douglas, State of Nebraska, in Book 893 of Mortgages at Page 289, is as to the easement granted to the Northwestern Bell Telephone Company of date June 16, 1948 on the following described property to-wit:

The West Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of SECTION THIRTY-TWO (32), Township Sixteen (16) North, Range Ten (10), East of the Sixth Principal Meridian,

fully paid, satisfied, released and discharged.

This release is given on the express terms and conditions that it shall in no wise affect the lien of the above mentioned mortgage on the remaining land described in said mortgage, but shall only be construed as a release from the lien of said mortgage on the portion of said land covered by said easement.

That this release is executed pursuant to the authority conferred upon the Secretary of Agriculture by Title I of the Bankhead-Jones Farm Tenant Act (7 U.S.C., 1000 et seq.), as amended by the Farmers Home Administration Act of 1946 (Public Law 731, 79th Congress, approved August 14, 1946), and delegated to the Administrator of the Farm Security Administration by Section 2 of the Secretary's Memorandum No. 738 on September 30, 1937 (2 Federal Register 2077, 6 Federal Register 14), and redelegated by the Administrator of the Farm Security Administration on January 20, 1944 (9 Federal Register 824,) to the Regional Directors of the Farm Security Administration, and extended by the order of the Secretary of Agriculture, dated August 14, 1946 (11 Federal Register 9007, corrected 11 Federal Register 9183), and extended to the Regional Directors of the Farm Security Administration by delegation of the Administrator of the Farmers Home Administration, dated October 25, 1946, approved by the Acting Secretary of Agriculture on October 29, 1946 (11 Federal Register 13011) after the transfer of the Regional Directors of the Farm Security Administration to the Farmers Home Administration by memorandum of the Secretary of Agriculture, dated October 14, 1946 (11 Federal Register 12520), and extended to State Directors of the Farmers Home Administration by order of the Administrator of the Farmers Home Administration dated April 21, 1947, approved by the Secretary of Agriculture April 24, 1947 (12 Federal Register 2765).

IN WITNESS WHEREOF, the United States of America has caused these presents to be signed this 6 day of July, 1948.

UNITED STATES OF AMERICA

By

Ernest Frisch

Ernest Frisch, State Director

Farmers Home Administration

State of Nebraska

United States Department of Agriculture

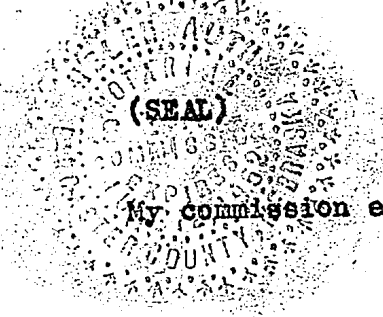
ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

BE IT REMEMBERED, That on the 6 day of July, 1948, before me the undersigned notary public in and for the county and state aforesaid, personally appeared ERNEST FRISCH, State Director of the Farmers Home Administration for the State of Nebraska, United States Department of Agriculture, who is personally known to me and personally known to me to be such State Director and the same person who executed the within and foregoing instrument and he duly acknowledged the execution of the same for and on behalf of and as the act of the United States of America and further stated and acknowledged that he had so signed, executed and delivered said foregoing partial release of real estate mortgage for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[Signature]
Notary Public



My commission expires: June 12, 1952

16.

31 August 48 3:23 P

2.00

NOTARY PUBLIC REGISTER OF DEEDS