

principal with accrued interest at the rate of per cent per annum, shall be paid to the party of the first part, at the office of Farmers State Bank, Douglas, Nebr the times and in the manner following that is to say: One Hundred twenty five and no/100 Dollars (\$125.00) each and every year as long as the said John G. Kepler shall live payable on March 1 of each and every year upon the death of the said John G. Kepler, these payments shall stop and it shall be considered that the said purchase price of the above mentioned land has been paid in full.

Now if the said part----- of the second part shall pay the sum as above set forth, time being the essence of this contract, and shall pay all taxes and assessments, whether special or general which may become due on said real estate for the year 1930 and thereafter until the above payments are all made, then said party of the first part shall at its own cost, execute and deliver to the said party of the second part, or her assigns, upon surrender of its contract a warranty deed to the above described premises.

AND IT IS FURTHER AGREED that in case any payment either of principal or interest, remaining unpaid for a space of thirty days, after the same shall become due, or a failure to pay any taxes or assessments, at the time the same become due, then in that case, the whole unpaid on this contract shall become due and payable without further notice; and such delinquency in payment or the failure in other respects by the part----- of the second part to perform the stipulations of this contract, or any part of them, shall entitle the part----- of the first part to immediate possession of the premises described herein, and the part of the second part shall forfeit all payments made under this contract.

This contract shall be in duplicate, one copy of which shall remain with each party to this contract, when any payment is made on this contract the person paying the same shall take a duplicate receipt therefor from the part----- hereto or their assigns.

IN WITNESS WHEREOF, the part----- have hereunto set his hand the day and year first above written.

In presence of
M. W. Dunlap

John P. Kepler
Elvina Waymire

Purchasers when making payment will forward this contract to the office of-----
Farmers State Bank, Douglas, Nebr., contract will be returned properly endorsed.

Right of Rev Grant
Walter M. Smith
To Missouri Valley Pipe Line
Co. of Nebr. Filed for
record March 30, 1931. at
8:00 A. M. Ruth Hebard Schreiber
Register of Deeds.
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State of Nebraska
County of Otoe. } ss. Know all Men by These
Presents.

11-----12.

That for the consideration hereinafter expressed, the undersigned, (herein called the Grantor, whether one or more) does hereby GRANT, SELL AND CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA (herein called Grantee) its successors and assigns the right-of-way and easement to construct, maintain, and operate or to cause to be constructed, maintained, and operated pipe lines and appurtenances thereto (solely for use in connection with such pipe lines) over and through the following described lands situate in Otoe County, State of Nebraska, to-wit:

South-west Quarter (1/4) of Section Thirty-four (34), Seven (7), Nine (9), East of six (6), P. M., more fully described in deed from----- to-----

Recorded in Volume _____, page _____ Deed records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property, of Grantee above described, and for the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The consideration for this grant is the sum of Twenty-five _____cents per lineal rod for the entire distance over which such pipe line shall traverse said lands. One Dollar (\$1.00) thereof has been paid on the execution and delivery of this instrument. To effectuate this grant the remaining balance must be paid after final survey and ascertainment of the actual length of such line over said lands. Payment of such balance may be made to any one of the undersigned for all, or may be paid into the Farmers State Bank at Douglas, Nebr., for the credit of the Grantor herein. The Grantee herein shall have no right to enter said lands for the purpose of constructing such lines, until said entire consideration has been fully paid; nor unless the same is paid within twelve months from the date hereof.

IT IS HEREBY UNDERSTOOD THAT PARTY SECURING THIS GRANT IN BEHALF OF GRANTEE IS WITHOUT AUTHORITY TO MAKE ANY COVENANT OR AGREEMENT NOT HEREIN EXPRESSED.

Witness the execution hereof on this the 22 day of August, A. D. 1930.

Walter W. Smith
Luella A. Smith

E. C. Gildun
Right of way Agent.

State of Nebr., }
County of Otoe. } ss. On this 23 day of Aug. A. D. 1930, before me, the undersigned duly commissioned and qualified authority in and for said county and State, personally came Walter W. Smith to me known to be the identical persons whose name subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as his voluntary act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal on the day and year above written.



M. W. Dunlap
Notary Public in and for Otoe County

(Seal)

My commission expires the 17 day of Sept, 1935.

State of Nebr., }
County of Otoe. } ss. On this 19 day of March, A. D. 1931, before me, the undersigned, duly commissioned and qualified authority in and for said