

20-676

STATE OF ILLINOIS }
COUNTY OF COOK } SS

On this 11 day of April, 1944, before me, a Notary Public, in and for said county, personally came the within named B. R. Prall and R. G. Crandall, Vice President and Asst. Secretary, respectively, of MONTGOMERY WARD & CO., INCORPORATED, who are personally known to me to be the identical persons whose names are affixed to the within instrument as Vice President and Asst. Secretary, respectively, of said corporation and acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the date last aforesaid.

Loretta G. Hallihan
Notary Public



My commission expires.
LORETTA G. HALLIHAN
Notary Public, Cook County, Ills.
My Commission Expires Dec. 27, 1944.

Affidavit Charles Oelke No. 1224#

STATE OF NEBRASKA }
COUNTY OF OTOE } ss.

AFFIDAVIT WITH REFERENCE TO
TITLE ON WEST HALF (W $\frac{1}{2}$) OF
THE NORTHEAST QUARTER (NE $\frac{1}{4}$)
OF SECTION FOUR (4), TOWN-
THIRTY SEVEN (37), RANGE
THIRTY SEVEN (37), IN OTOE
COUNTY, NEBRASKA.

Charles Oelke, being first duly sworn on his oath, deposes and says that he is 66 years of age and has been a resident of Otoe County, Nebraska for many years; that for more than forty years prior to the death of the late August Heinke, affiant was well and personally acquainted with said August Heinke, who was one of the grantors in a certain warranty deed conveying the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Four (4), Township Seven (7), Range Thirteen (13), in Otoe County, Nebraska, to one Fred Bremer, which said deed was dated October 3, 1881 and recorded in Book 9 of the Deed Records of Otoe County, Nebraska at page 463; that affiant knows that said August Heinke was one and the same identical person who acquired title to said above described premises in the name of August Hinke by warranty deed dated March 5, 1880 and recorded in Book 3 of the Deed Records of said County at Page 636; that wherever the names August Heinke and August Hinke appear in the chain of title to the above described premises, they refer to one and the same person, notwithstanding the discrepancy in the spelling of said name.

Dated this 26th day of June, 1944.

Charles Oelke
John M. Dierks
Notary Public



My commission expires March 3, 1945.
Easement Grant
Walter W. Smith
No. 1229#

Know All Men by These Presents:

to Northern Natural Gas Company
Filed for record June 28, 1944
at 2:20 P.M., in Book 20 page 676
Relates to Uerkvitz, Register of Deeds

One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Otoe and State of Nebraska,
to-wit:

Southwest Quarter (SW $\frac{1}{4}$) of Section thirty-four (34), Township seven (7) Range nine (9) East of six (6) P.M.

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or the removal thereof, in whole or in part, at the will of the grantee; it being the intention of the parties hereto that grantors are hereby granting the uses herein specified without divesting grantors of the rights to use and enjoy said above described premises, subject only to the right of the Grantee to use the same for the purposes herein expressed.

As a further consideration for this Grant, the grantee herein agrees as follows:

- (1) That it will bury all pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.
- (2) That it will pay to grantors any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantors, one by the grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.
- (3) That grantee, upon written application by the grantors, will make, or cause to be made, a tap in any gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantors for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, with the exception of the meter, which is to be furnished and owned by grantee, shall be furnished and paid for by grantors according to the rules and regulations of the grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantors at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.
- (4) That grantee will replace or rebuild to the satisfaction of grantors or of their representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this 21 day of June, 1944.

E. M. Petersen
Right of Way Agent.

Walter W Smith

STATE OF Nebr }
 } ss.
COUNTY OF Otoe

On this 21 day of June, A.D. 1944, 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 names subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as their voluntary act and deed.

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