

DEED BOOK

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DEED RECORD NO. 213.

UT990—STACY JOURNAL COMPANY, LINCOLN, ILL.

Agreement

Joseph Virgl & Wife
To
John Virgl & Wife
Filed for Record
May 21, 1919, at 10:45 A.M.
T. E. Wheeler
Register of Deeds
By E. B. Fairfield, Deputy
Fee \$1.55

AGREEMENT

THIS AGREEMENT, Made and entered into this 2nd day of May, 1919, by and between JOSEPH VIRGL and MARY VIRGL, husband and wife, of Lancaster County, Nebraska, parties of the first part, and JOHN VIRGL and FRANTISKA VIRGL, husband and wife, of Saunders county, Nebraska, parties of the second part, is as follows, to-wit:-

WHEREAS the parties of the second part have heretofore made and executed unto said JOSEPH VIRGL a warranty deed for the East Half of the North East quarter of Section Eight (8), and the Northwest quarter of Section Nine (9), all in Township Twelve (12) North, Range Five (5) East of the 6th P.M., in Lancaster County, Nebraska.

NOW, THEREFORE, for and in consideration of said warranty deed, the parties of the first part hereby covenant and agree with the parties of the second part, as follows:

FIRST:- That they will pay the parties of the second part, or the survivor of them, the sum of THREE THOUSAND DOLLARS (\$3,000.00) on or before January 1, 1922, and said amount to bear interest at the rate of five (5) per cent per annum from January 1, 1922, payable annually until paid.

SECOND:- That they will pay the parties of the second part, or the survivor of them, the sum of ONE HUNDRED DOLLARS (\$100.00) on July 1, 1919, and One Hundred Dollars (\$100.00) on January 1, 1920, and the further sum of \$100.00 on July 1, and \$100.00 on January 1 of each year thereafter, during the remaining natural life of said parties of the second part, or either of them, deferred payments to bear interest at the rate of five (5) per cent per annum from maturity until paid.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED that the foregoing described land shall be held as security for the fulfillment of all the conditions imposed hereunder and all of the payments to be made under this agreement. IT IS ALSO HEREBY MUTUALLY AGREED and covenanted that upon the death of the parties of the second part, the annuity of \$200.00 shall cease, and that upon the death of the said parties of the second part, the parties of the first part shall be released from any further payment of said annuity, or any annuity that shall at that time be unpaid.

IT IS ALSO MUTUALLY COVENANTED AND AGREED, that in the event of the death of the parties of the second part, prior to January 1, 1922, the parties of the first part shall be released from the payment of the \$3,000.00 as mentioned in paragraph "First", it being the intention of all the parties to this agreement, that the above described land shall be free and clear of any liens imposed hereunder by the conditions named in paragraph numbered Second, upon the date of the death of the parties of the second part; it also being the intention of all the parties to this agreement that the above described land shall be free and clear of any liens imposed hereunder by the conditions named in paragraph "First", upon the death of the said second parties prior to the first day of January, 1922, all other conditions named herein to remain a lien on said land until fully carried out by payments, or released by the death of the parties of the second part, as herein provided.

THIS AGREEMENT, HOWEVER, is made subject to the mortgage for \$18,000.00 given upon said premises by the said parties of the first part to the Nebraska State Savings bank of Wahoo, Nebraska, and it is hereby agreed by all of the parties hereto that this agreement shall be a second and inferior lien to said \$18,000.00 mortgage in all respects.

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P A G E

DEED RECORD NO. 213.

In Witness Whereof the parties to this agreement have hereto set their hands on the date first above written.

WITNESS: Ferdinand Pacal, as to John Virgl and Prantiska Virgl. Jul Petermichel as to Joseph Virgl and Mary Virgl.

John Virgl
Prantiska Virgl
Joseph Virgl
Mary Virgl

State of Nebraska ss Saunders County. On this 9th day of May A.D. 1919, before me the undersigned a Notary Public in and for said county, personally came John Virgl and Prantiska Virgl, husband and wife, to me personally well known to be the same persons named in and who executed the foregoing agreement and they severally acknowledged the same to be their voluntary act and deed.

WITNESS my hand and notarial seal on the date last above written.

Ferdinand Pacal, Notary Public.

Handwritten notary seal for Ferdinand Pacal, Notary Public, Commission Expires April 2, 1920, Saunders County, Nebraska.

STATE OF NEBRASKA ss Saunders County. On this 2nd day of May, A.D. 1919, before me, the subscriber a Notary Public duly commissioned and qualified for and residing in said county, personally came Joseph Virgl and Mary Virgl, husband and wife, to me known to be the identical persons named in and who executed the foregoing agreement and they severally acknowledged the same to be their voluntary act and deed.

WITNESS my hand and notarial seal on the date last above written.

Jul Petermichel, Notary Public.

Handwritten notary seal for Jul Petermichel, Notary Public, Commission Expires Feb. 1, 1920, Saunders County, Nebraska.

Quit Claim Deed. John Virgl & Wife To Joseph Virgl Filed for Record May 21, 1919, at 10:45 A.M. T. E. Wheeler Register of Deeds By E. B. Fairfield, Deputy Fee \$1.00

Quit Claim Deed. KNOW ALL MEN BY THESE PRESENTS: That we, John Virgl and Prantiska Virgl, husband and wife of the County of Saunders and state of Nebraska, for the consideration of One Dollar and other valuable considerations Dollars, hereby Quit-claim and Convey to Joseph Virgl of the County of Lancaster and State of Nebraska, the following described Real Estate, situated in- in the County of Lancaster and State of Nebraska, to-wit:

The East half of the Northeast Quarter of Section Eight (8) and the Northwest quarter of Section Nine (9), all in Township No. Twelve (12) North, Range Five (5) East of the 6th P.M., Lancaster County, Nebraska, containing 240 acres, be the same more or less according to Government survey, hereby relinquishing unto the said Joseph Virgl all our rights of