

L.C. 913

C. D. No. 39300

D E E D

from

UNION PACIFIC RAILROAD COMPANY

to

CHAS. KNOWLES

(Warranty Deed as to portion of premises;
Quitclaim Deed as to remaining portion)

Dated APRIL 7, 1953.

Covering parcel of land
in
Douglas County, Nebraska.

2-18-53

ORIGINAL

KNOW ALL MEN BY THESE PRESENTS, That UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid,

PART I

does hereby grant, bargain, sell, convey and confirm unto CHAS. KNOWLES, of Omaha, Nebraska, Grantee, the following described real estate situate in the County of Douglas, State of Nebraska, to wit:

All those parts of Lots 5 and 6 in Block 63 in the City of Omaha, Douglas County, Nebraska, described as follows:

Beginning at the southeast corner of said Lot 6;
 6; thence north along the east line of said Lots 6 and 5, a distance of 78.41 feet to a point in the southwesterly line of that certain strip of land heretofore conveyed by Union Pacific Railroad Company to Omaha and Southwestern Railroad Company by warranty deed dated February 5, 1903;
 thence northwesterly along said southwesterly line of property heretofore conveyed to Omaha and Southwestern Railroad Company by said deed dated February 5, 1903, a distance of 78.68 feet to a point in the north line of said Lot 5 that is 57.7 feet west of the northeast corner of said Lot 5;
 thence west along said north line of Lot 5, a distance of .6 of a foot, more or less, to a point in the southeasterly line of that certain parcel of land heretofore acquired by Eunice Pratt Walker from Union Pacific Railroad Company, et al., by Court Decree of the District Court of Douglas County, Nebraska, dated February 4, 1915;
 thence southwesterly along the southeasterly line of said parcel of land acquired by Eunice Pratt Walker by said Court Decree dated February 4, 1915, and along the southeasterly line of that certain parcel of land heretofore acquired by William D. Rule from Union Pacific Railroad Company, et al., by Court Decree of the District Court of Douglas County, Nebraska, dated December 29, 1948, corrected by Court Order of the District Court of Douglas County, Nebraska, dated July 27, 1949, a distance of 41.68 feet, to a point that is 35.8 feet south and approximately 50.8 feet east of the northwest corner of said Lot 5: *BN*

thence northwesterly along the southerly line of said parcel of land heretofore acquired by William D. Rule by Court Decree dated December 29, 1948, a distance of 50.8 feet to a point in the west line of said Lot 5 that is 31 feet distant south from the northwest corner of said lot;

thence south along the west line of said Lots 5 and 6, a distance of 101 feet to the southwest corner of said Lot 6;

thence east along the south line of said Lot 6 a distance of 132 feet to the point of beginning;

Also,

All that part of Lot 8 of said Block 63 described as follows:

Beginning at the southwest corner of said Lot 8;

thence north along the west line of said Lot 8, a distance of 17.10 feet to a point in the southwesterly line of said strip of land heretofore conveyed by Union Pacific Railroad Company to Omaha and Southwestern Railroad Company by warranty deed dated February 5, 1903;

thence southeasterly along said southwesterly line of strip of land heretofore conveyed to Omaha and Southwestern Railroad Company, a distance of 25.10 feet to a point in the south line of said Lot 8 that is 18.41 feet east of the point of beginning;

thence west along said south line of Lot 8, a distance of 18.41 feet to the point of beginning.

SUBJECT, however, to the exceptions, reservations, taxes, assessments, restrictions and other provisions set forth in Part III of this deed.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Chas. Knowles, his heirs and assigns forever, and the said Union Pacific Railroad Company for itself, its successors and assigns, does covenant with the said Grantee, his heirs and assigns, that it is lawfully seized of said premises, that they are free from encumbrances except as herein mentioned, and that it has good right and lawful authority to sell the same, and that it will and its successors and assigns shall warrant and defend the same unto the said Grantee, his heirs and assigns, forever, against the lawful claims of all persons whomsoever, except as aforesaid.

PART II

And the said Grantor, for the consideration aforesaid, has remised, released and quitclaimed, and by these

presents does REMISE, RELEASE and forever QUITCLAIM unto the said Grantee and unto his heirs and assigns forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the following described real estate situate in the County of Douglas, State of Nebraska, to wit:

All that part of Lot 7 of said Block 63 described as follows:

Beginning at the southwest corner of said Lot 7;
thence north along the west line of said Lot 7, a distance of 78.41 feet to a point in the southwesterly line of said parcel of land heretofore conveyed to Omaha and Southwestern Railroad Company by said deed dated February 5, 1903;
thence southeasterly along said southwesterly line of parcel of land conveyed to Omaha and Southwestern Railroad Company, a distance of 90 feet to a point in the east line of said Lot 7 that is 17.10 feet north of the southeast corner thereof;
thence south along said east line of Lot 7, a distance of 17.10 feet to the southeast corner of said lot;
thence west along the south line of Lot 7, a distance of 66 feet to the point of beginning;

together with all and singular the hereditaments and appurtenances thereunto belonging;

SUBJECT, however, to the exceptions, reservations, taxes, assessments, restrictions and other provisions set forth in Part III of this deed.

TO HAVE AND TO HOLD, subject to the aforesaid provisions, all and singular the premises described in Part II hereof unto the said Grantee, his heirs and assigns, forever.

PART III

EXCEPTING from the grant made in Part I hereof and from the quitclaim made in Part II hereof and RESERVING unto the Grantor, its successors and assigns forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights there-to, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed or quitclaimed, and in such manner as not to damage the surface of said lands or to interfere with the use

thereof by the Grantee, his heirs or assigns.

The conveyance made in Part I hereof and the quitclaim made in Part II hereof are subject to -

(a) Taxes and assessments as follows:

All taxes and all assessments levied upon and assessed against the premises hereinbefore described which became or may become due and payable in the year 1953 shall be prorated as of the date hereof between the Grantor and the Grantee, and the Grantee assumes and agrees to pay or to reimburse the Grantor for, if paid by it, all such taxes and assessments applicable to the period subsequent to the date of this deed, and assumes all taxes and all assessments which may become due and payable after said date.

(b) All building restrictions and easements now of record against said premises.

PART IV

AND WHEREAS, said Union Pacific Railroad Company did, on the first day of July, 1897, execute and deliver to The Mercantile Trust Company, of New York, a certain mortgage deed wherein said Railroad Company conveyed to said The Mercantile Trust Company as Trustee, for the uses and purposes therein mentioned, among other things, the land hereinbefore described in Parts I and II of this deed; and

WHEREAS, said The Mercantile Trust Company was on the 10th day of August, 1911, merged into the Bankers Trust Company, a corporation of the State of New York, pursuant to the provisions of Chapter 10 of the Laws of 1909 of the State of New York, being Chapter 2 of the Consolidated Laws of the State of New York, known as the Banking Law, and thereby said Bankers Trust Company became successor to said The Mercantile Trust Company as Trustee of said mortgage; and

WHEREAS, said Union Pacific Railroad Company, with the consent of the said Bankers Trust Company, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real estate hereinbefore described in Parts I and II of this deed, unto the said Chas. Knowles, for and in consideration of the sum paid as aforesaid to Union Pacific Railroad Company by said Grantee;

NOW, THEREFORE, Know All Men By These Presents, that the said BANKERS TRUST COMPANY, Trustee under the aforesaid mortgage deed, in consideration of the premises, does hereby REMISE, RELEASE and forever QUITCLAIM, subject, however, to the exceptions and reservations aforesaid, unto the said Chas. Knowles, his heirs and assigns, forever, its entire right.

title and interest as Trustee in and to the real estate hereinbefore described in Parts I and II of this deed, to be held by the said Grantee free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of July, 1897.

AND WHEREAS, The Chase National Bank of the City of New York is Trustee under that certain mortgage or deed of trust dated June 1, 1940, given by said Union Pacific Railroad Company to said The Chase National Bank of the City of New York, as Trustee, and known as Union Pacific Railroad Company's Refunding Mortgage, which, according to the records of said Trustee, is recorded in Book 822 of Mortgages, at Page 499, of the records of the Register of Deeds of the County of Douglas, State of Nebraska; and

WHEREAS, said Union Pacific Railroad Company has evidenced to said Trustee in compliance with the requirements of said Refunding Mortgage that the property hereinabove described in Parts I and II of this deed is not subject to the lien thereof;

NOW, THEREFORE, said THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, Trustee under the aforesaid mortgage or deed of trust, in consideration of the premises and in further consideration of One Dollar (\$1.00) in hand paid does hereby REMISE, RELEASE and forever QUITCLAIM unto the said Chas. Knowles, his heirs and assigns, forever, its entire right, title and interest as Trustee in and to the real estate hereinbefore described in Parts I and II of this deed, to be held by the said Chas. Knowles, his heirs and assigns, free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of June, 1940.

This deed is executed by the Trustees without covenant or warranty, express or implied, and without recourse against them, or either of them, in any event.

IN WITNESS WHEREOF, the said Grantor, UNION PACIFIC RAILROAD COMPANY, the said BANKERS TRUST COMPANY, Trustee under said mortgage deed of July 1, 1897, and said THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, Trustee under said mortgage deed dated June 1, 1940, each has caused this deed to be duly executed on its part this 7th day of April, 1953.

In Presence of: UNION PACIFIC RAILROAD COMPANY,

[Signature]

By *[Signature]* Vice President

Attest:

[Signature] (Seal)
Secretary

In Presence of:

Schneider

BANKERS TRUST COMPANY, Trustee,

By *C. D. Hice*

ASSISTANT Vice President

Attest:

Wm Deale (Seal)
Assistant Secretary

In Presence of:

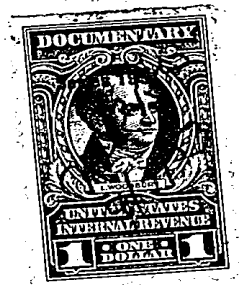
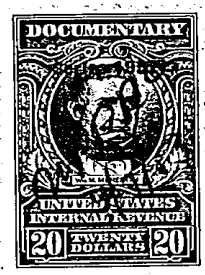
Edward

THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, Trustee,

By *Wm J. ...*
Vice President

Attest:

Mat ... (Seal)
Corporate Trust Officer



STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS

On this 7th day of April, 1953,

before me, a Notary Public in and for said County, in the State aforesaid, personally appeared L. J. TRACY

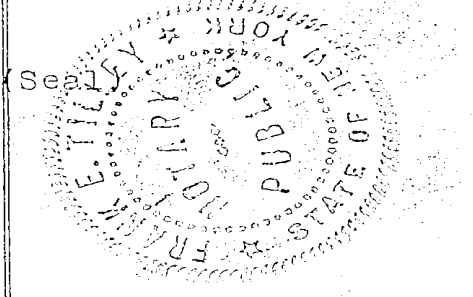
to me personally known, and to me personally known to be VICE PRESIDENT of UNION PACIFIC

RAILROAD COMPANY, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is VICE PRESIDENT

of Union Pacific Railroad Company; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said L. J. TRACY acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

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

My commission expires March 30, 1955.



Frank E. Tilley

FRANK E. TILLEY
Notary Public, State of New York
No. 24-3935690
Qualified in Kings County
Certificate filed in N.Y. Co. CLK's Office
Commission Expires March 30, 1955

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss

On this 10TH day of APRIL, 1953,

before me, a Notary Public in and for said County in the State
aforesaid, personally appeared G. R. INCE,

to me personally known, and to me personally known to be
ASSISTANT Vice President of the BANKERS TRUST COMPANY,

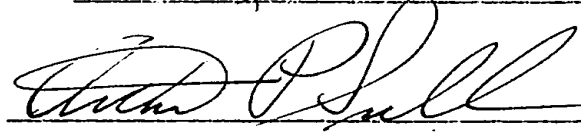
and to be the same person whose name is subscribed to the
foregoing instrument, and who, being by me duly sworn, did
say that he is ASSISTANT Vice President of Bankers Trust
Company; that the seal affixed to said instrument is the
corporate seal of said corporation; and that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors; and the said

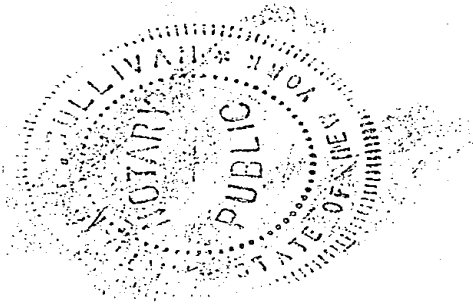
G. R. INCE acknowledged said instrument to be
his free and voluntary act and deed, and the free and
voluntary act and deed of said corporation, by it voluntarily
executed, for the uses specified therein.

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

My commission expires MARCH 30, 1955.

(Seal)





ARTHUR P. SULLIVAN
Notary Public, State of New York
No. 43-3893015
Qualified in Richmond County
Certificates Filed in the Following Offices
County Clerk: New York, Kings, Queens, Bronx
Register: New York, Kings, Queens, Bronx
Term expires March 30, 1955

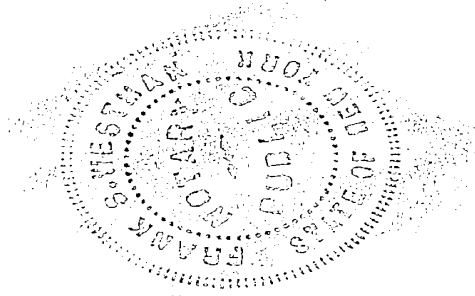
STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 14th day of APRIL, 1953,
before me, a Notary Public in and for said County in the
State aforesaid, personally appeared C. E. BUCKLEY,
to me personally known, and to me personally known to be a
Vice President of THE CHASE NATIONAL BANK OF THE CITY OF NEW
YORK, and to be the same person whose name is subscribed to
the foregoing instrument, and who, being by me duly sworn,
did say that he is a Vice President of The Chase National
Bank of the City of New York; that the seal affixed to said
instrument is the corporate seal of said corporation; and
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors; and the
said C. E. BUCKLEY acknowledged said
instrument to be his free and voluntary act and deed, and
the free and voluntary act and deed of said corporation, by
it voluntarily executed, for the uses specified therein.

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

My commission expires March 30, 1955.

(Seal)



Frank S. Westman
Notary Public

FRANK S. WESTMAN
Notary Public, State of New York
No. 41-4232250
Qualified in Queens County
Certificates filed with
Queens and New York County Clerks
Queens and New York Registers
Term expires March 30, 1955

30.
FILED IN NUMERICAL INDEX AND RECORDED BY THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA,
28 DAY April 1953 AT 2:52 P.M. THOMAS J. O'DONNOR, REGISTER OF DEEDS. 8.35