

LUDL PRINTING CO., WABCO, NEBRASKA

I further certify that I am ex-officio Clerk of said Court; that I have legal custody and control of the records of said Court; that said Court is a Court of Record, has a seal, and the said seal is hereto affixed; and that the foregoing attestation is in due form and according to the laws of the State of Nebraska.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the County Court of Cass County, Nebraska, at Plattsmouth, this 23rd day of December A.D., 1957.

(SEAL OF THE COUNTY COURT)  
(OF CASS COUNTY, NEBRASKA)

Raymond J. Case  
County Judge and Ex-officio Clerk of the  
County Court of Cass County, Nebraska  
BY Estella L. Rutherford

Clerk of the County Court.

RETURN OF APPRAISERS  
The State of Nebraska  
to  
C.A. Ruse et al

COMPARED

Filed December 23, 1957 at 1:01 P.M.  
Lucille Horn Gaines, Register of Deeds  
By: Polly Saltmarsh, Deputy  
\$5.60 ^

BEFORE THE COUNTY JUDGE OF CASS COUNTY, NEBRASKA

THE STATE OF NEBRASKA  
DEPARTMENT OF ROADS

vs

RETURN OF APPRAISERS

- C.A. Ruse and Nettie Ruse, husband and wife;
- Nellie Spangler, a widow; Richard E. Spangler and Marjorie Ann Spangler, husband and wife;
- A.B. Rogers and Irma Rogers, husband and wife and joint tenants;
- Laura Belle Barnes, a widow;
- B.L. Evans, tenant (Ruse land);
- Richard E. Spangler, tenant (Spangler land);
- Carl Ulrich, tenant (Rogers land);
- Reinhardt Gwahn, tenant (Barnes land);
- The Mutual Benefit Life Insurance Company a New Jersey corporation mortgagee (Rogers land);

TO HONORABLE RAYMOND J. CASE, COUNTY JUDGE, CASS COUNTY, NEBRASKA:

We, the undersigned Appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers", duly served upon us by the Sheriff of Cass County, Nebraska, on the 4th day of November A.D., 1957, and after having taken and signed an oath to support the Constitutions of the United States of America and the State of Nebraska, to faithfully and impartially discharge our duties as required by law, and to honestly and truly assess the damages which the owners of the real estate, described in said "Appointment of Appraisers", will sustain by reason of the taking of permanent easement to certain lands for right of way, for the purpose of relocating, shortening and straightening a part of Highway U.S. No. 73, under Department of Roads Project No. F-475 (1), and also for damages due to limitation of egress and ingress to said highway; that we did inspect the real estate herein described at the time and place designated and did at said time and place sit as a Board of Appraisers and did receive evidence relative to the amount of damages that will be sustained by the owners of said real estate by reason of the taking thereof by the Department of Roads of the State of Nebraska, for right of way purposes, and also damages due to limitation of egress and ingress to said highway; the real estate referred to above being described as follows:

CONDEMNATION

Land Owner: C.A. Ruse and Nettie Ruse, husband and wife

Tenant: B.I. Evans

Project: F-475 (1) AFE R-722a Cass County, Nebraska

A tract of land for highway right of way located in part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska, described as follows:

Referring to the northwest corner of said Section 36; thence southerly on the West line of the Northwest Quarter of said Section 36 a distance of 1,325.3 feet, more or less, to the northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 36; thence easterly on the North line of said Southwest Quarter of the Northwest Quarter a distance of 33.0 feet to the point of beginning; thence continuing easterly on said North line a distance of 204.2 feet; thence southwesterly on a 1,942.86 foot radius curve to the left (initial tangent of which forms an angle of 120 degrees 36 minutes right with said North line) a distance of 528.2 feet to a point 33.0 feet easterly from the West line of said Southwest Quarter of the Northwest Quarter; thence northerly on a line 33.0 feet easterly from and parallel to said West line a distance of 485.5 feet, more or less, to the point of beginning, containing 0.99 acre, more or less.

C O N D E M N A T I O N

Land Owner: Nellie Spangler, a widow; Richard E. Spangler  
and Marjorie Ann Spangler, husband and wife

Tenant: Richard E. Spangler

Project: F-475 (1) AFE R-722a Cass County, Nebraska

A strip of land for highway right of way located in the eastern part of the East Half of the Northeast Quarter of Section 35, Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska, described as follows:

Referring to the northeast corner of said Section 35; thence westerly on the North line of the Northeast Quarter of Section 35 a distance of 33.0 feet; thence southerly on a line 33.0 feet westerly from and parallel to the East line of said East Half of the Northeast Quarter a distance of 33.0 feet to the point of beginning; thence continuing southerly on the last described course produced a distance of 2,617.7 feet, more or less, to a point on the South line of said East Half of the Northeast Quarter; thence westerly on said South line a distance of 47.0 feet; thence northerly a distance of 990.0 feet to a point 81.2 feet westerly from said East line; thence continuing northerly 14 degrees 13 minutes left a distance of 119.8 feet; thence easterly 104 degrees 30 minutes right a distance of 30.0 feet; thence northerly a distance of 1,511.7 feet, more or less, to a point 33.0 feet southerly from said North line; thence easterly on a line 33.0 feet southerly from and parallel to said North line a distance of 43.7 feet to the point of beginning, containing 2.86 acres, more or less.

There will be no ingress and egress from the above described land onto the remaining property of the condemnee, except over one graded driveway, not to exceed 20 feet in width, to be used as a field entrance, the centerline of which to be located 523.7 feet southerly from the northeast corner of said East Half of the Northeast Quarter and over one graded driveway, not to exceed 20 feet in width, to be used as a private residential entrance, the centerline of which to be located 1,385.7 feet northerly from the South line of said East Half of the Northeast Quarter.

CONDEMNATION (cont)

Land Owner: Nellie Spangler, a widow; Richard E. Spangler and  
Marjorie Ann Spangler, husband and wife

A strip of land for channel purposes located in the northern part of the East Half of the Northeast Quarter of Section 35, Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska, described as follows:

Referring to the northeast corner of said Section 35; thence southerly on the East line of

the East Half of the Northeast Quarter of said Section 35 a distance of 33.0 feet; thence west-erly a distance of 76.7 feet; thence southerly 89 degrees 48 minutes right a distance of 142.8 feet to the point of beginning; thence continuing southerly on the last described course produc-ed a distance of 57.2 feet; thence northeasterly 119 degrees 00 minutes right a distance of 412.4 feet, more or less, to a point 33.0 feet southerly from said North line; thence easterly 151 degrees 00 minutes right and on a line 33.0 feet southerly from and parallel to said North line a distance of 103.1 feet; thence southeasterly 29 degrees 00 minutes right a distance of 294.5 feet, more or less, to the point of beginning, containing 0.45 acre, more or less.

**C O N D E M N A T I O N**

Land Owner: A.B. & Irma Rogers, husband and wife, Joint Tenants,  
each as his or her own interest may appear

Tenant: Carl Ulrich

Mtge: The Mutual Benefit Life Insurance Company

Project: F-475 (1) AFE: R-722a Cass County, Nebraska

A strip of land for highway purposes located in the eastern part of the South Half of the Southeast Quarter and in the eastern part of the Northeast Quarter of the Southeast Quarter of Section 26, Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska, described as follows:

Referring to the Southeast corner of said Section 26; thence westerly on the South line of the South Half of the Southeast Quarter of said Section 26 a distance of 33.0 feet; thence nor-therly on a line 33.0 feet westerly from and parallel to the East line of said Southeast Quarter a distance of 33.0 feet to the point of beginning; thence continuing northerly on the last des-cribed course produced a distance of 2,610.3 feet, more or less, to a point on the North line of the Northeast Quarter of said Southeast Quarter; thence westerly on said North line a dist-ance of 20.4 feet; thence southerly a distance of 1,806.3 feet to a point 61.51 feet westerly from said East line; thence continuing southerly a distance of 804.0 feet, more or less, to a point 33.0 feet northerly from said South line; thence easterly on a line 33.0 feet northerly from and parallel to said South line a distance of 28.6 feet to the point of beginning, contain-ing 1.53 acres, more or less.

There will be no ingress and egress from the above described land onto the remaining prop-erty of the condemnee except over one graded driveway not to exceed 20 feet in width to be used as a private, residential entrance, the center line of which to be located 556.3 feet northerly from the southeast corner of said Southeast Quarter.

**C O N D E M N A T I O N**

Land Owner: Laura Belle Barnes, a widow

Tenant: Reinhart Gwahn

Project: F-475 (1) AFE R-722a Cass County, Nebraska

A strip of land for highway right of way located in the eastern part of the Southeast Quarter of the Northeast Quarter and the eastern part of Lot 2 of the Northeast Quarter of the Northeast Quarter of Section 26, Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska, described as follows:

Referring to the east quarter corner of said Section 26; thence westerly on the South line of the Northeast Quarter of said Section 26 a distance of 33.0 feet to the point of beginning; thence continuing westerly on said South line a distance of 20.4 feet; thence northerly a dist-ance of 1,203.0 feet to a point 48.0 feet westerly from the East line of said Northeast Quarter; thence continuing northerly on a line 48.0 feet westerly from and parallel to said East line a distance of 423.8 feet to a point 33.0 feet southerly from the North property line; thence easterly on a line 33.0 feet southerly from and parallel to said North property line a dist-ance of 15.0 feet to a point 33.0 feet westerly from said East line; thence southerly on a line

33.0 feet westerly from and parallel to said East line a distance of 1,626.8 feet to the point of beginning, containing 0.63 acre, more or less.

There will be no ingress and egress from the above described land onto the remaining property of the condemnee except over one farmstead entrance, not to exceed 20 feet in width, the centerline of which to be 1,303.0 feet northerly from the South line of said Northeast Quarter.

Now, therefore, we, as Appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the taking of easement to said lands for right of way purposes by the Department of Roads of the State of Nebraska, and also damages due to limitation of egress and ingress to said highway, in amount of:

C.A. Ruse and Nellie Ruse

Tenant: B.L. Evans

.99 acres land taken	750.00
Steak House and residence complete	12 700.00
Sewer	1200.00
Both Wells complete	950.00
Rock for drive	100.00
Trees and Hedge	375.00
Outside Toilets	100.00
Cement walks	400.00
New House	8500.00
New wiring, flooring 7 Butane Line	600.00
	<u>25675.00</u>

B.L. Evans	Moving fee	\$ 50.00
		<u>\$ 25725.00</u>

A.B. Rogers and Irma Rogers

The Mutual Benefit Life Insurance  
Company of New Jersey, Mortgagee;

1.53 acres @ \$300	459.00
51 rods, moving fence and part of temporary fence	122.00
controlled access	320.00
Trees and shrubs	200.00
Yard and other damage	750.00
	<u>\$ 1851.00</u>

Laura Belle Barnes

Reinhardt Gwahlen, Tenant

.63 acres @ \$300	189.00
All fences	198.80
Fruit Trees	110.00
1 Cedar	100.00
All other trees	235.00
Shrubs and Berries	35.00
Depreciation and damage to residence	2250.00
Controlled access	202.00
Crop damage, owner's share	7.50
	<u>\$ 3327.30</u>

Reinhardt Gwahlen, tenant' share crop damage	7.50
	<u>\$ 3334.80</u>

Nellie Spangler, widow

Richard E. Spangler and Marjorie  
Ann Spangler, husband and wife;

2.86 Acres land	858.00
.2 " Easement	67.50
Replacing fence	397.50
Hedge Shrub	770.00
Relocate Hog lots	200.00
All trees	450.00
Septic Tank damage	1302.00
Landscaping and yard damage	2279.00
Controlled access	320.00
Traffic Hazzard	550.00
Residence damage	2250.00
	<u>\$ 9444.00</u>

All of which is hereby respectfully submitted.

Dated this 6th day of December A.D. 1957.

William Jorgensen  
Charles M. Read  
A.W. Propst  
Appraisers.

IN THE COUNTY COURT OF CASS COUNTY, NEBRASKA

THE STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF CASS         )

CERTIFICATE OF TRANSCRIPT



LUOM PRINTING CO., WABDO, NEBRASKA

I, Raymond J. Case County Judge of Cass County, Nebraska, do hereby certify the foregoing to be a true, perfect and complete copy of State of Nebraska Department of Roads vs. C.A. Ruse, and Nettie Ruse, husband and wife, et al, as the same appears on file and of record in the County Court of Cass County, Nebraska.

I further certify that I am ex-officio Clerk of said Court; that I have legal custody and control of the records of said Court; that said Court is a Court of Record, has a seal, and the said seal is hereto affixed; and that the foregoing attestation is in due form and according to the laws of the State of Nebraska.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the County Court of Cass County, Nebraska, at Plattsmouth, this 23rd day of December A.D., 1957.

Raymond J. Case

(SEAL OF THE COUNTY COURT )  
(OF CASS COUNTY, NEBRASKA )

County Judge and Ex-officio Clerk of the  
County Court of Cass County, Nebraska

BY Estella L. Rutherford

Clerk of the County Court.

\*\*\*\*\*

SEVERANCE AGREEMENT  
Ralph W. Rathbun et al  
To  
Commodity Credit Corporation

COMPARED

Filed January 2, 1958 at 8:06 A.M.  
Lucille Horn Gaines  
Register of Deeds  
\$2.30 ^

COMMODITY CREDIT  
CORPORATION FORM 297  
(6-1-56)

U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY STABILIZATION SERVICE  
COMMODITY CREDIT CORPORATION

STATE COUNTY  
Nebraska Cass

SERIAL NO.  
48-013-51

SEVERANCE AGREEMENT

Whereas, Ralph W. Rathbun, of RT. 2 Plattsmouth, Nebraska  
(Name of Borrower) (Address)

County of Cass, State of Nebraska hereinafter called the "Borrower" has applied to the Commodity Credit Corporation for a loan or for the guarantee, of a loan for the purpose purchasing and erecting or constructing the following storage structure, to-wit:

TYPE	KIND (WOOD, STEEL, ETC.)	CAPACITY (BUSHELS OR TONS)
10' x 22' 10'	Wood	2000 bu.

on the following described real estate situated in the County of Cass State of Nebraska on the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 6, Township 11 Range 13; and,

Whereas the borrower has agreed to give Commodity Credit Corporation or its approved lending agency a mortgage lien on said storage structure.

Now, therefore, the parties hereto do covenant and agree that such structures and equipment:

1. Shall remain severed from said real estate, and,
2. Even if attached to the realty, shall retain their personal character, shall be removable from the real estate, shall be treated as personal property with respect to the rights of the parties, and shall not become fixtures or a part of the real estate; and,
3. Shall not be subject to the lien of any security transaction or instrument heretofore or hereafter rising against the structure or realty on which it is placed, until,
  - (a) The expiration of Commodity Credit Corporation's lien and any extension or renewal thereof; and,
  - (b) Until repayment of said loan.
4. Shall, if acquired by Commodity Credit Corporation through foreclosure or other means, at the option of the Commodity Credit Corporation remain on the above described real estate for a period not to exceed six (6) months after the date of acquisition by Commodity Credit Corporation at no expense to Commodity Credit Corporation.

In witness whereof, the undersigned have executed these presents on the dates immediately below their respective signatures: