

49 466

Doc # 60

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That CAPITOL TELEPHONE COMPANY, a corporation organized under the laws of the State of Nebraska, with its principal place of business in Hickman, Nebraska, in consideration of the sum of ONE (\$1.00) DOLLAR and other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY, a corporation organized under the laws of the State of Delaware and domesticated under the laws of the State of Nebraska, with its principal office at 1440 "M" Street, Lincoln, Nebraska, the following described easements listed on Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its authorized officers, and the corporate seal of Assignor be affixed hereto and attested, this 6th day of JUNE, 1972.

CAPITOL TELEPHONE COMPANY

(CORPORATE SEAL)

By C. L. VerMaas
President

Attest:
Martha Lambright

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Assignment was acknowledged before me this 6th day of JUNE, 1972, by C. L. VerMaas, President of Capitol Telephone Company, on behalf of said corporation.

WARREN K. DALTON
Notary Public
State of Nebraska

Warren K. Dalton
Notary Public

My Commission Expires: 3-7-76

COMPARED

Fee \$ 35.25

FILED FOR RECORD 10-5-72 AT 10:55 A.M. IN BOOK 12 OF DEEDS REGISTER OF DEEDS, CASS CO., NEBR.
PAGE 469 Betty Philpot

(Duplicate)

8.38 General: Capitol Telephone Company Easements for
Right-of-Way

CAPITOL TELEPHONE EASEMENTS

Cass County

1.	SW ⁴	Sec. 16	T-10-N	R-9-E
2.	NE ⁴	Sec. 29	T-10-N	R-12-E
3.	SW ⁴	Sec. 23	T-10-N	R-11-E
4.	SE ⁴	Sec. 30	T-12-N	R-9-E
5.		Sec. 23	T-11-N	R-10-E
6.	NW ⁴	Sec. 26	T-10-N	R-11-E
7.	SW ⁴	Sec. 30	T-10-N	R-9-E
8.	E ² of E ²	Sec. 29	T-10-N	R-9-E
9.	S ² of SW ⁴	Sec. 28	T-10-N	R-9-E
10.	NW ⁴	Sec. 30	T-10-N	R-9-E
11.	SW ⁴	Sec. 19	T-10-N	R-9-E
12.	SW ⁴	Sec. 36	T-10-N	R-9-E
13.	NE ⁴	Sec. 5	T-7-N	R-9-E
14.	NE ⁴	Sec. 28	T-11-N	R-9-E
15.	SE ⁴	Sec. 11	T-10-N	R-9-E
16.		Sec. 19	T-10-N	R-9-E
17.	NE ⁴	Sec. 36	T-11-N	R-9-E
18.	SW ⁴	Sec. 6	T-9-N	R-9-E
19.	SW ⁴	Sec. 9	T-10-N	R-9-E
20.	SW ⁴	Sec. 22	T-11-N	R-9-E
21.	SW ⁴	Sec. 34	T-10-N	R-9-E
22.	NW ⁴	Sec. 22	T-10-N	R-9-E
23.	NE ⁴	Sec. 33	T-11-N	R-9-E
24.	SE ⁴	Sec. 31	T-11-N	R-10-E
25.	NW ⁴	Sec. 31	T-11-N	R-10-E

8.38 General: Capitol Telephone Company Easements for
Right-of-Way

Cass County (continued)

26.	NE ^{1/4}	Sec. 8	T-10-N	R-9-E
27.	NW ^{1/4} and SE ^{1/4}	Sec. 1	T-10-N	R-9-E
28.	NW ^{1/4}	Sec. 27	T-11-N	R-9-E
29.	SW ^{1/4}	Sec. 33	T-10-N	R-9-E
30.	SE ^{1/4}	Sec. 14	T-10-N	R-9-E
31.	NW ^{1/4}	Sec. 35	T-10-N	R-9-E
32.	NE ^{1/4}	Sec. 5	T-10-N	R-9-E
33.	SE ^{1/4}	Sec. 35	T-10-N	R-9-E
34.	SW ^{1/4}	Sec. 31	T-10-N	R-9-E
35.	SW ^{1/4}	Sec. 30	T-10-N	R-9-E
36.	NE ^{1/4}	Sec. 31	T-10-N	R-9-E
37.	SE ^{1/4}	Sec. 21	T-11-N	R-9-E
38.	SE ^{1/4}	Sec. 5	T-10-N	R-9-E
39.	SE ^{1/4}	Sec. 34	T-11-N	R-9-E
40.	SE ^{1/4}	Sec. 11	T-10-N	R-9-E
41.		Sec. 35/2	T-10/9-N	R-9-E
42.	SE ^{1/4}	Sec. 15	T-10-N	R-9-E
43.	NW ^{1/4}	Sec. 28	T-10-N	R-9-E
44.	SW ^{1/4}	Sec. 27	T-10-N	R-9-E
45.		Sec. 14/22	T-10-N	R-9-E
46.	SE ^{1/4}	Sec. 32	T-11-N	R-9-E
47.	SE ^{1/4}	Sec. 8	T-10-N	R-9-E
48.	SW ^{1/4}	Sec. 26	T-11-N	R-9-E
49.		Sec. 1/12	T-10-N	R-9-E
50.	SE ^{1/4}	Sec. 3	T-10-N	R-9-E

(Duplicate)

8.38 General: Capitol Telephone Company Easements for
Right-of-WayCass County (continued)

51.	NW ⁴	Sec. 31	T-10-N	R-9-E
52.	SW ⁴	Sec. 28	T-10-N	R-9-E
53.		Sec. 5/6	T-10-N	R-9-E
54.	SE ⁴	Sec. 35	T-11-N	R-9-E
55.	NW ⁴	Sec. 36	T-11-N	R-9-E
56.	NW ⁴	Sec. 4	T-10-N	R-9-E
57.	S ²	Sec. 1	T-10-N	R-9-E
58.	NW ⁴	Sec. 29	T-10-N	R-9-E
59.		Sec. 27/34	T-11-N	R-9-E
60.	E ²	Sec. 29	T-10-N	R-9-E
61.	NE ⁴	Sec. 20	T-10-N	R-9-E
62.	NW ⁴	Sec. 16	T-10-N	R-9-E
63.	SW ⁴	Sec. 17	T-10-N	R-9-E
64.	SE ⁴	Sec. 7	T-10-N	R-9-E
65.	SE ⁴	Sec. 28	T-10-N	R-9-E
66.	NW ⁴	Sec. 26	T-11-N	R-9-E
67.	SW ⁴	Sec. 25	T-11-N	R-9-E
68.	SW ⁴	Sec. 29	T-10-N	R-9-E
69.	NE ⁴	Sec. 19	T-10-N	R-9-E
70.	N ²	Sec. 29	T-10-N	R-9-E
71.	E ²	Sec. 31/36	T-11-N	R-10/9-E
72.	S ²	Sec. 33	T-10-N	R-9-E
73.	NW ⁴	Sec. 17	T-10-N	R-9-E
74.	NE ⁴	Sec. 26	T-10-N	R-9-E
75.	NW ⁴	Sec. 36	T-10-N	R-9-E

8.38 General: Capitol Telephone Company Easements for
Right-of-Way

Cass County (continued)

76.	SE ^{1/4}	Sec. 26	T-10-N	R-9-E
77.	NW ^{1/4}	Sec. 9	T-10-N	R-9-E
78.	E ²	Sec. 25	T-10-N	R-9-E
79.	NW ^{1/4}	Sec. 23	T-11-N	R-9-E
80.		Sec. 33	T-10-N	R-9-E
81.	Lot 7 Blk. 3	AVOCA		

KNOW ALL MEN BY THESE PRESENTS:

That I, or we, Secly W. STILWELL and Flora E. STILWELL

hereinafter referred to as First Party, residing at 2212 South 48th Street, Lincoln, Nebraska

in consideration of the sum of one Dollar and other consideration Dollars

to me or us in hand paid, simultaneously with the execution and delivery of this instrument, by STATE BANK (Proposed) and DAVID J. DUFFY

hereinafter referred to as second party, residing at PLATTSMOUTH, NEBRASKA

hereby agree to hold, STATE BANK IS GRANTED OR DEWEED TO HOLD

until the day of 19, o'clock A. M., time being to the essence

of this option, subject exclusively to the order of the said second party or his, her or their assigns, the following

described property to-wit:

Lot 18, Block 23, Eagle Village, Cass County, Nebraska

payable on the following terms: CASH, or the equivalent

of \$500.00 in stock of EAGLE STATE BANK

at same rate per share as other stockholders

will pay, seller's will pay cost of

ABSTRACTING, Taxes to be paid pro-rata.

or to transfer and convey the said property by warranty deed, with full covenants, free from all encumbrances not herein

set forth, at any time within the time above prescribed, to the said second party or to such person or persons as he, she

or they, may direct, at and for the price of Eighty-five hundred and no/100 Dollars

the holder of this option shall daily elect to exercise this option, then and in that event, the amount paid as

consideration for this option shall be credited upon the said purchase price; but if the holder of this option shall fail

to exercise this option within the time prescribed therefore, then, and in that event, the amount paid as considera-

tion for this option shall be retained by the said first party in full satisfaction for granting this option and for holding

the aforesaid property for the aforesaid time.

It is agreed however, that if there should be any delay on the part of the first party in perfecting the title to

the above property for more than thirty (30) days, after notice shall have been given of the election of the holder of this

option to purchase the aforesaid property, then, and in that event, the holder of this option shall have the right to cancel

this option, and upon the exercise of such right of cancellation, shall receive back the consideration paid for this option,

or shall have the right, by written notice served upon the said first party, to extend the time of this option until the

said title shall be perfected.

In witness whereof, the said first party have or has herewith set his, her or their signature this 8th day

of September, 19 22

Secly W. Stilwell

Flora E. Stilwell

David J. Duffy

State Bank

Plattsmouth, Nebraska

Lincoln, Nebraska

Lincoln, Nebraska

Lincoln, Nebraska

Lincoln, Nebraska

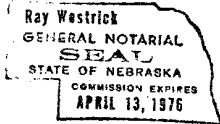
Lincoln, Nebraska

Lincoln, Nebraska

Lincoln, Nebraska

Lincoln, Nebraska

STATE OF Nebr. }
Lincoln County } ss.



On this 8th day of September, 1972, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Leah W. Stillwell & Flora E. Stillwell, Husband & wife

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Ray Westrick Notary Public

My Commission expires the 13 day of April, 1976.

STATE OF _____ }
_____ County } ss.

On this _____ day of _____, 19____, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came _____

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

_____ Notary Public

My Commission expires the _____ day of _____, 19____

THE STATE OF NEBRASKA }
CASS COUNTY }
Entered in numerical index and filed for record in the Register of Deeds Office of said County, this 10 day of October, 1972 at 11 o'clock and 25 minutes A.M. and recorded in book 13 of mine pages 774 Leah W. Stillwell Register of Deeds
Fee # 6.25
COMPARED

doc # 86
OPTION
Leah W. Stillwell
et al
TO
Eagle State Bank
et al (Proposed)
FOR

Expires _____, 19____
Price \$ _____
Terms _____

The Huffman General Supply Co., Inc., Lincoln, Nebr.
1972
1986