

Thousand Dollars on the 24th day of April 1912, and the remaining Two Thousand Dollars on the 24th day of April 1915. Debt to be given by first party on the 24th day of April, 1912, and first party shall give possession to second party on the 1st day of March 1912, with interest at the rate of 5 percent per annum, payable annually on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land, subsequent to the year 1911. And in case of failure of the said party of the second part to make either of the payments or to perform any of the covenants on his part hereby made and entered into, this contract shall at the option of the party of the first part, be forfeited and determined and the party of the second part shall forfeit all payments by him made on this contract and such payments shall be retained by the said party of the first part in full satisfaction of all the damages by him sustained, and he shall have the right to re-enter and take possession of said premises aforesaid. It is further agreed by the parties hereto that the second party can pay any part or the whole amount of this contract at his option and the interest shall cease on the amount of such payments. It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In Witness Whereof, The parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of
J. M. Hanson.

Peter Hansen. (L.S.)
Louis Hansen. (L.S.)

Release of claim
Andrew Bettles vs.
To

L. P. & Q. R. R. Co.

Filed for Record

Apr. 27, 1911 at 11:00 A.M.

W. M. Clinton

Register of Deeds

By L. W. Holmes Dep.

Fee \$1.00

Whereas, the undersigned releasors and grantors claim that the grades and embankments of releasors railroad, where it crosses or runs upon and along the valleys of Salt and Middle creeks near the city of Lincoln, in the County of Lancaster, Nebraska, obstruct the flow of water, causing it to back up and overflow over and upon the lands and lots which the releasors reside upon or cultivate, and that the crops, whether of grain or grass, and the shrubbery, buildings and personal property therein and thereon, would not be injured or destroyed if the grades and embankments of said railroad were not there and negligently constructed, all of which is denied by the owners of said railroad, who claim natural conditions from time immemorial cause said damage, and a claim is now pending for settlement in the thereby, and For the purpose of settling all claims and actions at law accruing by reason of said claimed damages in the past and to settle all future claims for damages by the releasors on account of the maintenance of said grades and embankments, tracks thereon, and the general improvements made and completed, or to be completed as now or hereafter proposed, constructed, and maintained, which it is claimed negligently obstructs the flow of said waters or may be hereafter claimed will obstruct the flow of waters in said valleys

and bottoms in the future and overflow release lots and lands hereinafter described, the said release, to-wit: Andrew Nettles & Mary Nettles, husband and wife of the County of Lancaster and State of Nebraska, in consideration of the sum of One Hundred (\$100) Dollars in hand paid, the receipt of which is hereby acknowledged, do hereby release and discharge the Chicago, Burlington & Quincy Railroad Company, its grantors, predecessors, lessees, successors, grantees and assigns from any and all damage, loss or injury heretofore claimed to be suffered by the grantors or either of them, caused or claimed to be caused and growing out of the maintenance, construction, and operation, including jar, noise, smoke, and confusion of the railroad over, upon or near the following described lands or lots in the County of Lancaster, Nebraska, to-wit:

Lots Six (6) and Seven (7) in Block One (1), replat of Block One (1) West Side Addition to the City of Lincoln, which the grantors owned, now own, or had or have under lease, and all other lands or lots which the grantors or either of them may now or hereafter own or have or procure contract for, either of lease or purchase, whether or not specifically described herein, the intention being that the aforesaid consideration includes the damages to all land which the said grantors or either of them may now own in fee, by lease, contract or purchase, or that either of them may hereafter acquire, own, or cultivate, or of which either of them may be the lessee or lessees within said County in paid valleys, and the damages to all crops and improvements, personal property of whatever nature or description used thereon in any and all of said lands or in the buildings thereon, now owned or hereafter acquired, and this release shall be binding upon the heirs, assigns, grantors, grantees and lessees of said grantors so that no future claim shall hereafter be made against the said releasees for damages on account of the claimed overflow claimed to be caused by the grades and embankments of the said railroad to any of the aforesaid described properties, owned or leased by the releasees, including damages to the tenants of the releasees, but excepting therefrom any claimed damages by the owners of properties whereof the releasees may be the lessees, and releasees agree to hold releasees harmless from any and all damages covered by this release, and in the future to purchase, hold, lease and sell all property, real, personal and mixed, subject to said disputed conditions, whatever the fact may be, and the claimed damages arising therefrom and thereby, so that this release and its grantees and lessees shall not be liable therefor.

In Witness Whereof, each of us have hereunto set our hands this 22nd day of April, 1911.

In the Presence of

Wilmer B. Koomstock to both marks.

Mary E. Mortimer to both marks.

Andrew ^{his} Nettles

Mary ^{her} Nettles

State of Nebraska, }
County of Lancaster } Be it Remembered that upon this 22nd day of April, A.D. 1911, before me, the undersigned, Notary Public, duly commissioned and qualified for and residing in said County, personally came Andrew Nettles and Mary Nettles, husband and wife, to me personally known to be the identical persons whose