

MISCELLANEOUS RECORD No. 15

Contract
 Clara Mansfield et al
 With
 Iowa-Nebraska Light and Power Company
 Filed for Record
 March 26, 1937 at 9:30 A. M.
 J. G. Vaughan
 Register of Deeds
 By A. L. Kenney, Deputy
 Fee \$1.50

F505 (Revised)

CONTRACT

This indenture made this 2nd day of February, 1937, by and between IOWA-NEBRASKA LIGHT AND POWER COMPANY, a corporation, hereinafter called "The Company," and Martha F. Howe, Hattie F. Harris and Clara Mansfield of the County of Lancaster State of Nebraska, hereinafter called "Grantor":

WITNESSETH: That for and in consideration of \$1.00, receipt whereof is hereby acknowledged by the Grantor, and the further payment of a sum to make a total payment of \$25.00 for 20 poles when set on the following described

property, and mutual covenants and agreements herein contained the Grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege, easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Lancaster County, State of Nebraska, to wit:

Poles to be located approximately Thirty-four (34) feet North of the section line on the South side of the South One-half (8 $\frac{1}{2}$) of Section One (1), Township Nine (9) North, Range Six (6) East of the Sixth (6th) Principal Meridian.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within Fifty (50) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris resulting from such tree trimming shall be disposed of in a satisfactory manner.

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation and maintenance of said transmission lines.

The Company agrees that should the transmission lines constructed hereunder be abandoned for a period of five years, the right of way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 2nd day of February, 1937.

ATTEST: O. R. Mallat
 Assistant Secretary

WITNESSES:
 H. G. Hoover as to



IOWA-NEBRASKA LIGHT AND POWER COMPANY
 By L. R. King President

Clara Mansfield
 Hattie F. Harris
 Martha F. Howe
 Grantor.

STATE OF California }
 COUNTY OF Los Angeles } ss.

On this 2nd day of February, 1937, before me the undersigned, a notary public in and for said County and State, personally appeared Clara Mansfield -- personally to me known to be the identical person (s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her

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voluntary act and deed for the purposes therein expressed.



WITNESS my hand and notarial seal the date above written.

G. Lumsdon
Notary Public

My Commission expires on the 5th day of January, 1938

STATE OF Calif. }
COUNTY OF Los Angeles } ss.

On this 8 day of Feb'y, 1937, before me the undersigned, a notary public in and for said County and State, personally appeared Hattie F. Harris -- Martha F. Howe -- personally to me known to be the identical person (s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

H. G. Hoover
Notary Public

My Commission expires on the 13 day of June, 1937



APPROVED:
AS TO FORM:----
AS TO CONTENTS AND TERMS: WNJ
AS TO PROPERTY DESCRIPTION: BEE

Affidavit

May Martin

To

The Public

Filed for Record

March 26, 1937 at 11:00 A. M.

J. G. Vaughan

Register of Deeds

By A. L. Kenney, Deputy

Fee 75¢

Handwritten initials

State of Nebraska, }
Douglas County. } SS: AFFIDAVIT

May Martin, being first duly sworn on oath deposes and says that she is the same and identical party to whom Bessie Short and husband conveyed the South 1/2 of Lots 11 and 12, Block 2, Soucey-Pesha's Addition to College View, Nebraska, by warranty deed of date June 6, 1927, and which is found of record in Book 269, page 180, of the records of Register of Deeds of Lancaster County, Nebraska. Affiant further states that the "encumbrance of record" recited in said deed referred to a certain mortgage of \$3700.00 in favor of Occidental Building and Loan Association, dated May 4, 1926, and recorded in Book 224, page 494 of said Lancaster County records. Affiant further states that she is the same and identical person who conveyed said premises by quit claim deed dated June 8, 1927, to Occidental Building and Loan Association, which deed is found of record in Book 268, page 256 of said Lancaster County, Nebraska, wherein a consideration of "\$1.00 and other valuable consideration" was recited; that the "other valuable consideration" recited therein was the cancellation by said Occidental Building and Loan Association of the mortgage above referred to and recorded in Book 224, page 494, and that it was the intention and purpose of all parties to said quit claim deed that said deed was in lieu of said mortgage and was given in full satisfaction thereof.

May Martin

Subscribed and sworn to this 9 day of November, 1932.

Della F. Ostenberg
Notary Public.

Commission expires Oct. 3, 1936

F.J.P.
Att'y



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