

## Right of Way Deed.

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 O. W. Wathen & wife  
 Fremont, Elkhorn & Missouri Valley R.R. Co.  
 Filed, December 22, 1888,  
 at 1:30 o'clock P. M.  
 Chris. Rathmann, Co. Clk  
 125

This Indenture, Made this 21<sup>st</sup> day of  
 December in the year of our Lord one thousand  
 eight hundred and eighty Eight between O. W.  
 Wathen and Emma H. Wathen, Husband and  
 Wife, of the County of Washington in the  
 State of Nebraska, party of the first part, and

the Fremont, Elkhorn & Missouri Valley Railroad Company, a corporation duly  
 organized under the laws of the State of Nebraska, party of the second part, witnesseth:  
 That whereas, the said Fremont, Elkhorn & Missouri Valley Railroad Company,  
 party of the second part, is now constructing a Railroad, which said Railroad  
 is to pass through the County of Washington in said State of Nebraska, and the  
 said party of the first part being desirous of the construction of said Railroad, and to  
 aid the same by the grant herein made, in consideration of the proceeds and of the sum of  
 Twelve Hundred Dollars to them in hand paid, the receipt whereof is hereby  
 acknowledged, have Given, Granted, Bargained, Sold, Conveyed and Confirmed  
 and by these presents do give, grant, bargain, sell, convey and confirm, to the said  
 party of the second part, and to its successors and assigns, forever, for the purpose of  
 constructing a Railroad thereon, and for all uses and purposes connected with the con-  
 struction and use of said Railroad, a strip of land One hundred feet in width being  
 Fifty feet in width on each side of the center line of said Railroad, wherever the same  
 has been or may be definitely located over and across the West half  
 of the South West quarter and the South East quarter of the South West  
 quarter of Section Seventeen (17) Township Seventeen (17) North Range Ten  
 (10) East of the Sixth Principal Meridian also 40 feet additional width on west  
 side of said 100 feet from north line of said South West quarter of said Section 17  
 to Station number 22 also 30 feet additional width on west side of said 100  
 feet from Station number 26 to Station number 29 as shown by map of said  
 Railroad" and the said party of the first part, for the consideration a-  
 foresaid, do hereby release and discharge the said party of the second part, its  
 successors and assigns, from all costs, expenses and charges which the said party of  
 the first part has now sustained, or shall at any time hereafter sustain, in any way,  
 by reason of the construction, building or use of the said Railroad. To Have  
 Hold and Enjoy the lands above conveyed with the appurtenances and privileges  
 thereto pertaining, and the right to use the said land and material of whatever kind  
 within the limits of the said Right of way above conveyed, with the right to deposit  
 or take earth, outside of said limits, when it shall become necessary for cuts, slopes,  
 repairs or embankments, unto the said party of the second part, the Fremont,  
 Elkhorn & Missouri Valley Railroad Company, and to its successors and  
 assigns, forever, for any and all uses and purposes connected with the construc-  
 tion, preservation, occupation and enjoyment of said Railroad.



Provided; that if said Railroad shall not be located and graded within ten years from the date hereof, or if at any time after said Railroad shall have been constructed, the said party of the second part, its successors or assigns shall abandon said Road, or the route thereof shall be changed so as not to be continued over said premises, the land hereby conveyed, and all rights in and to the same shall revert to the said party of the first part, their heirs and assigns. And the said party of the first part do for themselves, their heirs, executors, administrators, and assigns, covenant and agree to and with the said party of the second part, its successors and assigns, that they are the true, lawful and rightful owner of all and singular the above granted and described premises, and every part and parcel thereof, with the appurtenances, and are now lawfully seized and possessed of the same as a good, perfect and absolute estate of inheritance in Fee Simple, and that the same or any part thereof at the time of signing and delivery of these presents are not in any manner incumbered, and also that the said party of the first part, and their heirs, will and shall forever Warrant and Forever Defend all and singular the lands and premises hereby conveyed unto the said Fremont, Elkhorn & Missouri Valley Railroad Company the said party of the second part, its successors and assigns Forever, against the lawful claims and demands of all and every person and persons, free and discharged of and from all manner of incumbrances whatsoever.

In Testimony Whereof, the said party of the first part have hereunto set their hands, the day and year first above written.

Signed and Delivered in Presence of

J. A. Walthank

O. N. Walthank

Emma H. Walthank

State of Nebraska,

Washington County, } ss. Be it Remembered, That on this 21<sup>st</sup> day of December A. D. 1888, before me, the undersigned, a Notary Public in and for said County at my office therein, personally came the within named O. N. Walthank and Emma H. Walthank husband and wife who are personally known to me to be the identical persons whose names are subscribed to the above and foregoing instrument as grantors, and acknowledged the execution of the same to be their voluntary will and deed for the purpose therein mentioned.

Witness my hand and Notarial seal the day and year last above written

(Notary Seal)

J. A. Walthank  
Notary Public