

219  
LAND CONTRACT

Agreement is made this 8<sup>th</sup> day of July, 1957, between Karen M. Rolland, vendor, and Gustav Rolland and LaVonne Rolland, husband and wife, purchasers.

1. The vendor, in consideration of the payments to be made and the covenants to be performed by the purchasers, as hereafter expressed hereby agrees to sell to the purchasers all of her undivided interest in that certain tract of land described as follows:

A strip of land 60 rods wide off the south side of the Southwest quarter (SW $\frac{1}{4}$ ) of Section 11, Township 18N Range 10, E. of the 6th P.M., Washington County, Nebraska, with the privileges and appurtenances thereunto belonging.

2. The purchasers, in consideration of the covenants herein contained on behalf of the vendor, agree to purchase of the vendor the above described land, and to pay for the same to the vendor or her legal representatives the sum of \$9198.33 as follows: \$919.83 on the first day of March, 1958, and the sum of \$919.83 on the first day of March each year thereafter until the full amount is paid, with interest to be computed from the date hereof at the rate of 4 per cent per annum on the whole sum that shall be from time to time unpaid, the first interest payment shall be made on the first day of March, 1958, and annually thereafter on the anniversary date of each payment of principal; both principal and interest to be paid to the vendor or her legal representatives at Blair, Nebraska; The purchasers may at their option pay to vendor or her legal representatives the unpaid balance of the purchase price or any portion thereof together with accrued interest on any installment anniversary date and also that they will, so long as any part of the principal or interest of the said consideration money remains unpaid, well and faithfully, in due season, in each and every year, pay or cause to be paid all taxes and assessments, ordinary and extraordinary commencing with the taxable year, 1957, that may for any purpose whatever be levied or assessed on said premises or on this contract; and that they

will not commit, or suffer any other person to commit, any waste or damage to said lands or the appurtenances or otherwise for their own use, or while clearing the lands for cultivation in the ordinary manner. The purchasers further agree to keep all buildings and improvements located on said land insured for not less than the sum of \$ 7,450.00.

3. The vendor further covenants and agrees with the purchasers that upon the faithful performance by the purchasers of the covenants and agreements by them to be performed, and upon the payment of the several sums of money above mentioned, and the interest thereon, at the times and in the manner and at the place above mentioned the vendor will deliver a good and sufficient warranty deed and thereby convey to the purchasers, their heirs and assigns, a good and unencumbered title in fee simple to the vendors interest in the above described premises with their appurtenances. Vendor further agrees to execute said deed upon signing of this contract and to place the same in escrow with Roy L. Anderson to be held by him until the terms of this contract are completed and then delivered to the purchasers. The vendor or her legal representatives shall give said escrow agent written notice to deliver said deed to the purchasers on completion of payment under the terms of this contract by them.

4. It is further agreed between the parties hereto, that the purchasers may immediately enter on the said land, and remain thereon and cultivate the same as long as they shall fulfill and perform all the agreements herein mentioned on their part to be fulfilled and performed, and no longer; the purchasers shall have a grace period of 30 days in which to make the payments called for in Paragraph 2 above. If the purchasers are in default as to any payments afore mentioned at the expiration of such period, the vendor or her legal representatives may at her or their option commence action to enforce this contract through decree of court or recover the balance due under the terms hereof. The failure by the vendor or her legal representatives to exercise the rights under such option shall not act as a waiver as to any subsequent<sup>de</sup> faults by the purchasers.

221

5. This contract is hereby declared to be binding on the executors, administrators, heirs and legal representatives of the parties hereto.

In witness whereof, the parties have set their hands the day and year first above written.

Karen M. Rolland.  
Vendor

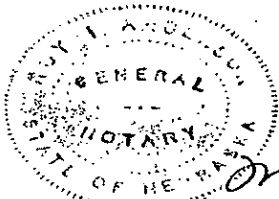
Gustav Rolland.

LaVonne Rolland  
Purchasers

STATE OF NEBRASKA }  
County of Washington } ss.

On this 8<sup>th</sup> day of July, 1957, before me, the undersigned Notary Public, personally appeared Karen M. Rolland, a single person, vendor, and Gustav Rolland and LaVonne Rolland, husband and wife, purchasers, and executed said contract in my presence and at the same time declared it to be their voluntary act and doing.

Ray J. Anderson  
Notary Public



*My commission expires Oct 1, 1961*

#1576

In the Official Index and  
filed for record this 22 day of  
July A.D. 1957 at 11:30  
o'clock P.M. and recorded in  
book 74 at page 219-220-221  
Laura C. Anderson  
County Clerk  
M. R. Partridge  
Washington

Recorded Photo. Static Copy  
General KA  
Numerical AK  
Compared \_\_\_\_\_

2.65 chgo.