

Twentieth day of September, 1934, and whereas the said Harry M. Handley has resigned to take effect at the close of business on March 9, 1937,

Now, Therefore, I, Gibbs Lyons, Acting, Comptroller of the Currency, do hereby appoint Forrest Lear Receiver of "The First National Bank of Scribner" to take effect at the close of business on the Ninth day of March, 1937, in place of the said Harry M. Handley, with all the powers, duties and responsibilities given to or imposed upon a Receiver under the provisions of the Revised Statutes of the United States which authorize the appointment of a Receiver.

In Witness Whereof, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents, at the City of Washington, in the District of Columbia, this Eighth day of March, A. D., 1937.

(Seal)

#### CERTIFICATE FOR CERTIFIED COPY

TREASURY DEPARTMENT  
Office of the  
Comptroller of the  
Currency

Under the provisions of Section 884 of the Revised Statutes of the United States, I, C. B. Upham, Acting Comptroller of the Currency, hereby certify that the foregoing is a true and complete copy of the original commission of Forrest Lear as Receiver of "The First National Bank of Scribner," Nebraska, dated March 8, 1937, and signed by Gibbs Lyons, Acting Comptroller of the Currency, and of the whole of such original on file and record in this office. I further certify that Forrest Lear has served continuously as Receiver of this bank from the effective date of this commission to the date of this certificate.

In Testimony Whereof, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents, at the Treasury Department, in the City of Washington and District of Columbia, this Thirtieth day of September, A. D., 1941.

CURRENCY BUREAU  
SEAL OF THE COMPTROLLER OF THE CURRENCY  
TREASURY DEPARTMENT

Gibbs Lyons  
Acting Comptroller of the  
Currency.

C. B. Upham  
Acting Comptroller of the  
Currency.

#### RETURN OF APPRAISERS

Floyd Snover, et al., Appraisers } Filed for record on the 7th day of October, A.D. 1941.  
To } at 3 o'clock and 40 minutes, P. M.  
Ernest Schmidt, et al. } O. BYRON COPPER, Register of Deeds

#### IN THE COUNTY COURT OF DODGE COUNTY, NEBRASKA

DEPARTMENT OF ROADS AND IRRIGATION  
OF THE STATE OF NEBRASKA,

VS.

Ernest Schmidt and Anna Schmidt,  
husband and wife,

Stephens National Bank, mortgagee,

Albert F. Gericke, a single man,

Fredericka Gericke (also known as  
Friedericka Gericke) a widow.

TO THE HONORABLE FRED C. LAIRD, COUNTY JUDGE, DODGE COUNTY, NEBRASKA:

We, the undersigned Appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers," duly served upon us by the Sheriff of Dodge County, Nebraska, on the 2nd day of October, A. D., 1941, and after having taken and signed an oath, to honestly and truly assess the damages which the owner, or owners, of the real estate in said "Appointment of Appraisers" described will sustain by reason of the taking thereof for the purposes in this proceeding set out, that we did inspect the real estate therein described at the time and place designated and did at said time and place sit as a Board of Appraisers and did receive evidence relative to the amount of damages that will be sustained by the owner, or owners, of said real estate by reason of the taking thereof by the Department of Roads and Irrigation of the State of Nebraska, and we do hereby make return of our findings as follows, to-wit:

We do hereby find that the owners of the real estate in said "Appointment of Appraisers" described, to-wit:

#### CONDEMNATION

Owners: Ernest Schmidt and Anna Schmidt, husband and wife

Mortgagee: Stephens National Bank, Fremont, Nebraska

Tenant: None

Right of Way

Project 450-B (1)

AFE R-501

Dodge County

A strip of land lying over and across the Northwest Quarter of Section 31, Township 17 North, Range 9 East of the 6th P. M., Dodge County, Nebraska, described as follows:

Beginning at the northwest corner of said Section 31; thence southerly on the West line of the Northwest Quarter of said Section 31, a distance of 73.6 feet to a point on the northeastern 50-foot right of way line of the Union Pacific Railroad (as said railroad is constructed and now in operation over and across said Northwest Quarter) thence southeasterly 44 degrees 16 minutes left and on said northeastern 50-foot railroad right of way line, a distance of 1825.8 feet to an angle point in said railroad right of way line; thence northerly 135 degrees 35 minutes left and on said railroad right of way line, a distance of 35.7 feet to an angle point in said railroad right of way line; thence southeasterly 135 degrees 35 minutes right and on the northeastern 75-foot right of way line of said Union Pacific Railroad, a distance of 1766.9 feet to a point on the South line of said Northwest Quarter; thence easterly 45 degrees 26 minutes left and on said South line, a distance of 83.4 feet to the southeast corner of said Northwest Quarter; thence northerly 90 degrees left and on the East line of said Northwest Quarter, a distance of 83.5 feet to a point; thence northwesterly 44 degrees 34 minutes left, and on a line 118.0 feet northeasterly from and parallel to said northeastern 75-foot railroad right of way line, a distance of 1711.2 feet to a point; thence southwesterly 90 degrees left, a distance of 10.0 feet to a point; thence northwesterly 90 degrees right, and on a line 133.0 feet northeasterly from and parallel to said northeastern 50-foot railroad right of way line, a distance of 1631.8 feet to a point on the North line of said Northwest Quarter; thence westerly and on said North line, a distance of 116.9 feet to the point of beginning, containing 10.626 acres, more or less.

Also a triangular tract of land located in the extreme southwestern part of the South Half of the Northeast Quarter of Section 31, Township 17 North, Range 9 East of the 6th P. M., Dodge County, Nebraska, described as follows:

Beginning at the southwest corner of the Northeast Quarter of said Section 31; thence northerly on the West line of the South Half of said Northeast Quarter, a distance of 83.5 feet to a point; thence southeasterly 135 degrees 26 minutes right, a distance of 117.2 feet to a point on the South line of said Northeast Quarter; thence westerly on said South line, a distance of 82.2 feet to the point of beginning, containing 0.079 acre, more or less.

#### CONDEMNATION

Owners: Albert F. Gericke, a single man, and Fredericka Gericke, also known as Friedericka Gericke, a widow

Mortgagee: None

Tenant: None

Right of Way

Project 450-B (1)

AFE R-501

Dodge County

A triangular tract of land located in the extreme northeastern part of the North Half of the Southwest Quarter of Section 31, Township 17 North, Range 9 East of the 6th P. M., Dodge County, Nebraska, described as follows:

Beginning at the northeast corner of the Southwest Quarter of said Section 31; thence southerly on the East line of the North Half of said Southwest Quarter, a distance of 84.7 feet to a point on the northeastern 75-foot right of way line of the Union Pacific Railroad (as said railroad is constructed and now in operation over and across said Section 31); thence northwesterly 135 degrees 26 minutes right and on said northeastern 75-foot railroad right of way line, a distance of 118.9 feet to a point on the North line of said Southwest Quarter; thence easterly on said North line, a distance of 83.4 feet to the point of beginning, containing 0.081 acre, more or less.

Also a strip of land lying over and across the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 9 East of the 6th P. M., Dodge County, Nebraska, described as follows:

Beginning at the northwest corner of the Southeast Quarter of said Section 31; thence easterly on the North line of the Northwest Quarter of said Southeast Quarter, a distance of 82.2 feet to a point; thence southeasterly 45 degrees 26 minutes right and on a line 118.0 feet northeasterly from and parallel to the northeastern 75-foot right of way line of the Union Pacific Railroad (as said railroad is constructed and now in operation over and across said Section 31), a distance of 1785.2 feet to a point on the East line of said Northwest Quarter of the Southeast Quarter; thence southerly 44 degrees 47 minutes right and on said East line, a distance of 77.3 feet to the southeast corner of said Northwest Quarter of the Southeast Quarter; thence westerly on the South line of said Northwest Quarter of the Southeast Quarter, a distance of 89.6 feet to a point on said northeastern 75-foot railroad right of way line; thence northwesterly 45 degrees 13 minutes right and on said northeastern 75-foot railroad right of way line, a distance of 1774.4 feet to a point on the West line of said Northwest Quarter of the Southeast Quarter; thence northerly 44 degrees 34 minutes right and on said West line, a distance of 84.7 feet to the point of beginning, containing 4.981 acres, more or less.

## Miscellaneous Record, "N"

will suffer damages by reason of the taking of said land for right of way purposes by the Department of Roads and Irrigation of The State of Nebraska, in the amounts of:

Ernest Schmidt and Anna Schmidt, husband and wife - - - - - \$4,568.87  
 Albert F. Gericke, a single man, and Fredericka Gericke  
 also known as Friedericka Gericke, a widow - - - - - \$1,457.65

All of which is hereby respectfully submitted.

Dated this 6th day of October A. D., 1941.

Floyd Snover

George McVicker

Frank Madsen  
 Appraisers

STATE OF NEBRASKA, ss.  
 County of Dodge

IN THE COUNTY COURT OF DODGE COUNTY, NEBRASKA

I, Fred C. Laird County Judge of Dodge County, Nebraska, DO HEREBY CERTIFY that I have compared the foregoing copy of the Return of Appraisers in the case wherein Department of Roads and Irrigation of the State of Nebraska is the Plaintiff and Ernest Schmidt and Anna Schmidt, husband and wife, Stephens National Bank, mortgagee, Albert F. Gericke, a single man, Fredericka Gericke (also known as Friedericka Gericke,) a widow, are the Defendants, with the original record now remaining in the said court; that the same is a correct transcript thereof, and of the whole said original record; and that I have the legal custody and control of said original record; that said court is a court of record; has a seal, and that the seal is hereunto affixed; and that the foregoing attestation is in due form, according to the laws of the State of Nebraska.

IN WITNESS WHEREOF, I hereunto set my hand and affixed the seal of said court at Fremont, Neb. 6th day of October, 1941.

SEAL OF COUNTY COURT  
 DODGE COUNTY  
 NEBRASKA

Fred C. Laird

County Judge

By  
 Clerk of the County Court

## AFFIDAVIT

Albert Bleyhl } Filed for record on the 6th day of October, A.D. 1941,  
 ss to } at 2 o'clock and 35 minutes, P. M.

Mrs. Matta Foss } O. BYRON COPPER, Register of Deeds.

Albert Bleyhl being first duly sworn both depose and say that I was well acquainted with Matta Foss when she owned the South half of the North-West quarter of Section Thirty (30) Township Twenty (20), N. of Range Six (6) E. of the Six. P.M. That the said farm was not her husband's. That her husband, Mr. Foss, is dead and the said Matta Foss - the real owner of the land is still living, and married to one Mr. Casper Gutt.

Albert Bleyhl

State of Nebraska )  
 Dodge Co. ) ss.

Subscribed and sworn to before me this 5th day of Aug. at A.D. 1939.

A. H. Briggs - Notarial Seal  
 Dodge County, Nebraska

A. H. Briggs  
 Notary Public

## AFFIDAVIT

A. N. Chambers, President } Filed for record on the 10th day of October, A.D. 1941,  
 ss to } at 2 o'clock and 20 minutes, P. M.

John Henry Knoell

O. BYRON COPPER, Register of Deeds

TO WHOM IT MAY CONCERN:

This is to certify that John Henry Knoell passed away on the 16 day of November, 1937 and was buried by the Fred Bader Funeral Home, Inc.

Fred Bader Funeral Home, Inc.  
 By A. N. Chambers  
 President

Sworn to before me, a Notary Public, on the 10 day of October, 1941.

Carrie Koehn - Commission Expires Jan. 22,  
 1942 - Notarial Seal - Dodge County, Nebraska

Carrie Koehn  
 Notary Public

## Miscellaneous Record, "N"

## LIS PENDENS

Filed for record on the 11th day of October, A.D. 1941,  
 at 11 o'clock and 06 minutes, A. M.

O. BYRON COPPER, Register of Deeds.

Dale Poole, et ux.

IN THE DISTRICT COURT OF DODGE COUNTY, NEBRASKA

Doc. 36

Page 289

No. 12361

HOME OWNERS' LOAN CORPORATION, a corporation, duly organized and existing under and by virtue of the laws of the United States, with its principal place of business located in Washington, District of Columbia.

Plaintiff

LIS PENDENS

- vs -

Dale Poole and Edna Poole, husband and wife,

Defendants

Notice is hereby given that there has been commenced, and there is now pending in the above named court, upon the petition of the plaintiff against the above named defendants, an action, the object of which is to strictly foreclose a contract bearing date of May 1, 1940, executed by the defendants, Dale Poole and Edna Poole, husband and wife, to the plaintiff, the Home Owners' Loan Corporation, a corporation. That said action affects the title to the real estate described as follows, to-wit:

Lot Four (4) in Block Seventeen (17), of Dorsey's Addition to the City of Fremont, Dodge County, Nebraska as platted and recorded.

Dated this 10th day of October, 1941.

E. L. Mahlin  
 Attorney for Plaintiff

## FARM LEASE

Filed for record on the 11th day of October, A.D. 1941  
 at 3 o'clock 20 minutes, P. M.

Carl W. Wagner

vs

Clinton Wagner

O. BYRON COPPER, Register of Deeds.

THIS AGREEMENT, Made and entered into this 4th day of October, A.D. 1941 by and between Carl W. Wagner party of the first part, and Clinton Wagner party of the second part, WITNESSETH, That the said party of the first part has this day leased unto the party of the second part the following described property, situated in the County Dodge and State of Nebraska to-wit:

The northwest quarter of the southwest quarter of Section 1;  
 The northeast quarter of the southwest quarter of Section 2;  
 The East half of the southwest quarter and the west half of the Southeast - - - - -

Quarter of section 11, all in Township 19, Range 6 East of the 6th P. M., together with the buildings and improvements thereon and thereto appertaining from the 1st day of March, 1942, to the 1st day of March, 1943 and the said second party, in consideration of the leasing of the above premises, hereby covenants and agrees with the said party of the first part to pay the said party of the first part as rent for the same as follows, to-wit:

One-half of all grain crops raised on above premises, delivered net to market; one-half of all hay delivered in stack

AND IT IS FURTHER EXPRESSLY AGREED between the parties hereto that the said party of the first part should he deem it necessary may, at the cost and expense of the party of the second part, employ men and teams to go upon said premises and cultivate the crops and harvest them or to do anything that is necessary to promote their growth or save them at any time before they are in the granaries, the whole expense of the same to be a lien upon said second party's share of said crops.

AND IT IS FURTHER EXPRESSLY AGREED by the party of the second part that he will carefully protect all buildings, fences and improvements of every kind that are now on said premises or that may be erected thereon during the continuance of this lease; that he will promptly at the expiration of the term herein granted yield up possession of said premises, without notice, unto the party of the