

Water town, SD 57201

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KNOW ALL MEN BY THESE PRESENTS, that MORTON A. IVES and DOROTHY IVES, Husband and Wife, GRANTORS, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration, in hand paid, do hereby grant, bargain, sell, convey and confirm unto:

FARMERS AND MERCHANTS BANK AND TRUST  
OF WATERTOWN, SOUTH DAKOTA, - GRANTEE

the following-described real estate in the City of Omaha, Douglas County, Nebraska, to-wit:

1. The West One-Half (W 1/2) of the North One-Half (N 1/2) of Lot Three (3) and the North One-Half (N 1/2) of Lot Four (4), all in Block Ten (10), Original City of Omaha, Douglas County, Nebraska.
2. The West Sixty-Three Feet (W 63-1) of Lot Seven (7) in Block Three Hundred Fifty-One (351) Original City of Omaha, Douglas County, Nebraska.
3. An undivided one-half (1/2) interest in and to the real estate described: Beginning at the Northwest corner of said Lot 14, thence South 89#18'46" East (assumed bearing) a distance of 229.35 feet along the South right-of-way of "L" Street; thence South 00#19'05" West a distance of 264.40 feet to a point of intersection of the North right-of-way of "M"

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Street and the center line of 100.00 foot overhead power easements; thence North 55#43'10" West along the center line of the 100.00 foot overhead power easement a distance of 287.41 feet to a point on the east right-of-way line of 108th Street; thence North 05#13'22" East along said right-of-way a distance of 105.70 feet to the point of beginning; same being a part of Lot 14, Mockingbird Hills West Addition, an Addition to Douglas County, Nebraska, together with a perpetual easement for ingress and egress over and across a part of Lot 14, Mockingbird Hills West more particularly described as follows: Beginning at a point of intersection on the center line of a 100.00 foot overhead power easement and the northerly right-of-way line of "M" Street, thence North 00#19'05" East a distance of 20.0 feet; thence South 89#10'05" West a distance of 16.05 feet to a point on the Northerly right-of-way line of "M" Street thence Southwesterly along a 307.17 foot radius curve to the left an arc distance of 20.39 feet to the point of beginning.

4. Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), EXCEPT that part thereof taken for street purposes previously taken, and all of

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the West Thirty feet (W 30) of Lots Three (3) and Thirty-Six (36), together with vacated alley lying between West Thirty feet (W 30) of Lots Three (3) and Thirty-Six (36), AND, between Lots Four (4), Five (5), Six (6), Seven (7), Eight (8) and Thirty-Three (33), Thirty-Four (34), all in Block Four (4), Briggs Place, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

- 5 An undivided one-half (1/2) interest in and to the real estate described: That part of the NE 1/4 of the SE 1/4 of section 26, T 15 N, R 12 E of the 6th P.M., City of Omaha, Douglas County, Nebraska, described as follows: Beginning at a point 484.78 feet South and 316.10 feet West of the Northeast corner of said NE 1/4 of the SE 1/4 of Section 26, thence South 210.0 Feet; thence West 200.00 feet; thence North 120.45 feet; thence N 25°35'20" E, 36.38 feet to a point of curve; thence on a curve to the right (radius being 100.0 feet - chord bearing N 57°47'39"E) for an arc distance of 112.42 feet; thence East 94.27 feet to the point of beginning. (The East line of the NE 1/4 of the SE 1/4 of

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Section 26 assumed North-South in direction).

(Containing 39,409.94 Sq. Feet).

together with all the tenements, hereditaments, and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever, of the said MORTON A. IVES and DOROTHY IVES, of, in or to the same, or any part thereof;

TO HAVE AND TO HOLD, the above-described premises, with appurtenances unto the said FARMERS AND MERCHANTS BANK AND TRUST OF WATERTOWN, SOUTH DAKOTA, and to its assigns forever, and we the said MORTON A. IVES and DOROTHY IVES, for ourselves and for our heirs, executors, and administrators, do covenant with the said FARMERS AND MERCHANTS BANK AND TRUST OF WATERTOWN, SOUTH DAKOTA, and with its assigns, that we are lawfully seized of said premises, that are free from encumbrances, EXCEPT easements and restrictions of record. That we have good and lawful authority to sell the same, and that we will and our heirs, executors and administrators shall warrant and defend the same unto the said FARMERS MERCHANTS BANK AND TRUST OF WATERTOWN, SOUTH DAKOTA, and our heirs and assigns forever, against the lawful claims of all persons whomsoever.

THIS CONVEYANCE IS EXECUTED PURSUANT TO A DECLARATION OF TRUST IN WHICH THE GRANTOR IS TRUSTOR AND THE GRANTEE IS TRUSTEE, dated June 19, 1990.

THIS WARRANTY DEED IS EXECUTED AND DELIVERED FOR THE PURPOSE OF CORRECTING A CERTAIN WARRANTY DEED BY AND BETWEEN THE AFORESAID

