

HENRY BREASCH & WF.

&
HENRY RAYMOND BREASCH, JR. ET AL:
Agreement for W. D. \$2.25 Pd

Filed June 21, 1950 at 1:30^{o'clock} P. M.

B. A. Snare
County Clerk

ARTICLES OF AGREEMENT, made this 19th day of June, in the year of our Lord One Thousand Nine Hundred and fifty, between Henry Breasch and Anna Breasch each in his and and own right and as husband and wife party of the first part, and Henry Raymond Breasch Jr and Erma Breasch party of the second part

WITNESSETH, that the said party of the first part hereby covenants and agrees that if the party of the second part shall first make the payment and perform the covenants hereinafter mentioned on their part to be made and performed, the said party of the first part agrees to furnish to second party a good and sufficient abstract of title showing a good title of record to the premises hereinafter described in the party of the first part, and will convey and assure to the party of the second part, in fee simple, clear of all encumbrances whatsoever, by good and sufficient Warranty Deed, the following lot, piece and parcel of ground, viz:

The South $\frac{1}{2}$ of the North East $\frac{1}{4}$ of Section 14, Township 14 North, Range 10
East of the 6th P.M Sarpy County Nebraska

And the said party of the second part covenants and agrees to pay to said party of the first part, the sum of One thousand and No/100 DOLLARS, per year so long as either of the grantors above named shall live, said payments to be made on the 19th day of June each year-- Payment for the first One thousand and No/100 -----Dollars is hereby acknowledged.

One copy of this contract shall be left in Escrow with the Farmers State Bank of Millard, Nebraska together with a warranty deed which deed shall be delivered to the grantees named herein only upon the death of both of the above named grantors--

Parites of the second part shall pay all taxes, assessments or impositions that may be legally levied or imposed upon said land, subsequent to the year 1949 and keep the buildings insured for \$ -----. If there is a mortgage on said property, pay interest and taxes thereon up to ----.

It is mutually agreed that time is an essential element in this contract. And it is further agreed that in case of any payment, either of principal or interest, remiaing unpaid for a space of 120 days after the same shall became due, and in case of failure of the said party of the second part to make either of the payments or to perform any of the covenants on their part hereby made and entered into, this contract shall at the option of the party of the first part, be forfeited and determined and the party of the second part shall forfeit all payments by them on this contract, and such payments shall be retained by the said party of the first part in full satisfaction of all the damages by them sustained and they shall have the right to re-enter and take possession of said premises aforesaid

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of
W. A. Snear

Henry Breasch (L.S.)

Anna Breasch (L.S.)

Henry Raymond Breasch Erma Breasch (L.S.)

STATE OF Nebraska)
Sarpy County) ss.

On this 19th day of June, A.D. 1950, before me, the undersigned W.A Snare a Notary Public, duly commissioned and qualified for and residing in said county, personally came Henry Breasch and Anna Breasch each in his and her own right and as husband and wife to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

W. A. SNARE GENERAL NOTARY
STATE OF NEBRASKA

COMMISSION EXPIRES JAN. 15, 1954*

W A Snare Notary Public.

My Commission expires the 15th day of January, 1954, 19--

FRANK TRIHY & WF.

AND

JAY B. WAINWRIGHT & WF.
Agrmt \$2.25 Pd.

Filed June 21, 1950 at 4 o'clock P. M.

B. A. Snare
County Clerk

AGREEMENT

This agreement made and entered into this 13th day of May 1950 by and between Frank Trihy and Rose Trihy, husband and wife, parties of the firstpart, and Jay B. Wainwright and Irene M.

Miscellaneous Record No. 14

Wainwright, husband and wife, parties of the second part, witnesseth.

WHEREAS, parties of the second part are the owners of the East 595 feet of the South 366 feet of the SW $\frac{1}{4}$ of Sec. 11, Twp. 13 North, Range 10, East of the 6th P.M., Sarpy County, Nebraska, and the parties of the first part, or one of them, are the owners of the balance of said quarter section, and,

Whereas, there is a well and water pressure system on the land of parties of the first part and from said system water is supplied to the land of second parties by means of a pipe which is connected to said system at the hydrant in the barnyard, and,

Whereas, the parties desire to enter into a written agreement defining the terms and conditions under which water is to be supplied from said system to the said land of second parties.

NOW, THEREFORE, it is agreed as follows:

1. Water is to be supplied from the premises of first parties to the premises of second parties in quantities adequate for normal domestic and agricultural uses. If a dispute should ever arise over this limitation, parties of the second part are to install a water meter at their sole expense and the quantity of water used by second parties shall not exceed 15000 gallons monthly.

2. Parties of the second part are to pay parties of the first part the sum of \$2.00 each month for said water.

3. Parties of the second part are to maintain, repair and replace the pipe leading to their premises at sole expense; parties of the first part are to maintain, repair and replace the balance of the water system at their sole expense.

4. Parties of the second part are granted the right to enter on the premises of parties of the first part for the purpose of repairing the pipe line and parties of the first part are granted the right to go on the premises of the parties of the second part for the purpose of reading the water meter if and when installed.

5. This agreement shall continue until cancelled by mutual agreement of the parties, except that parties of the second part are given the right to cancel the agreement should they at any time make other provision for an adequate water supply on their premises.

6. This agreement shall be binding on the heirs, administrators, successors and assigns of the parties hereto.

WITNESS our hands the date above written.

Frank Trihy
Rose Trihy
Of the first part

Jay B. Wainwright
Irene M. Wainwright
Of the second part

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

On this 21st day of June, A.D. 1950, before me, a Notary Public in and for said County, personally came the above named Jay B. Wainwright and Irene M. Wainwright, husband and wife who are personally known to me to be the identical persons whose names are affixed to the above instrument, and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

VICTOR H. SCHMIDT NOTARIAL SEAL
STATE OF NEBRASKA, GENERAL NOTARY
COMMISSION EXPIRES MAY 15, 1952

Victor H. Schmidt
Notary Public
My commission expires on the 15th day of May 1952 A.D.

INTEREST IN REAL PROPERTY :
OF :
HERMAN BARTHEL, ET AL :
Vesting Order - \$2.50 paid -

Filed June 23, 1950 at 9:30 o'clock A. M.

Bess Deter
County Clerk

UNITED STATES * DEPARTMENT OF JUSTICE * OF AMERICA
OFFICE OF ALIEN PROPERTY

DEPARTMENT OF JUSTICE
OFFICE OF ALIEN PROPERTY

Pursuant to 28 U.S.C. Sec. 1733, I hereby certify that the annexed paper is a true copy of the original record which is in the official custody of the Office of Alien Property, Department of Justice, to-wit:

Vesting Order 14705 - Re: Interest in Real Property Owned by Herman Barthel, Otto Barthel, Oscar Barthel and Lena Ehrhardt, Executed for the Attorney General, by Harold I. Baynton