Miscellaneous Record No. 136



easement across lands situate in Douglas County, Nebraska, by eminent domain for the purpose of erecting power transmission line in connection with the construction and operation of hydro-electric plants and systems of said District as the same appears among the files and on the records of my said office and I hereby transmit the same to the Register of Deeds for record in the manner provided by law.

WITNESS my hand and the seal of the County Court of Douglas County, Nebraska, this

7 day of April, 1939.

Seal
of the
County Court
Douglas County
Nebraska

BRYCE CRAWFORD

COUNTY JUDGE

State of Nebraska) ss. County of Douglas)

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 11th day of April, A. D. 1939, at 8:52 o'clock, A. M. Thomas J. O'Connor

Register of Deeds

Compared by D&M

The State of Nebraska) THAT we, George W. Paasch and Christina Paasch, husband and wife, of County, State of in consideration of the sum of Thirty Four and 60/100 (\$34.60) DOLLARS in hand paid by The Department of Roads and Irrigation of the State of Nebraska, do hereby sell and convey unto THE STATE OF NEBRASKA, for road purposes and for use as a channel change the following described premises situated in the County of Douglas State of Nebraska, to-wit:

A tract of land located in the northwesterly part of the Southwest Quarter of Section 6, Township 14 North, Range 11 East of the 6th P. M. Douglas County, Nebraska, described as follows: Referring to the northwest corner of said Southwest Quarter; thence easterly on the North line of said Southwest Quarter a distance of 50 feet; thence southerly on a line that is 50 feet easterly from and parallel to the West line of said Southwest Quarter a distance of 30.5 feet to the point of beginning; thence easterly 90 degrees left, a distance of 116 feet; thence southerly 90 degrees right a distance of 65 feet; thence westerly 90 degrees right a distance of 116 feet; thence northerly 90 degrees right, a distance of 65 feet to the point of beginning, containing 0.173 acre, more or less.

and we hereby covenant with the said THE STATE OF NEBRASKA, that we are lawfully seized of said premises; that they are free from incumbrance that we have good and lawful authority to sell and convey the same, and we do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, and the said Christina Paasch hereby relinquishes all her rights of every name and kind in and to the premises hereinbefore conveyed.

Signed this 11th day of May A. D. 1938.

In presence of

George W. Paasch

J. Howard Heine

Christina Paasch

THE STATE OF NEBRASKA)

Douglas County) On this 11th day of May A. D. 1938, before me J. Howard Heine, a notary public in and for Douglas County, State of Nebraska, personally appeared George W. Paasch and Christina Paasch, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged the same to be their voluntary act and deed.

Miscellaneous Record No. 136



J. Howard Heine
Notary Public

My commission expires Febr. 16-1940

State of Nebraska)
)ss.
County of Douglas)

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 11th day of April, A. D. 1939, at 9:26 o'clock, A. M. Thomas J. O'Connor

Register of Deeds

Compared by D&W

WAIVER OF PRIORITY

Holland Furnace Co.

to

WHEREAS, Occidental Building and Loan Association of Omaha,

Occidental Bldg. & Loan Assn.

Nebraska, is the owner and holder of a certain \$1350.00 mortgage

of:

North Forty (40) feet of Lots One (1), Two (2) and Three (3) in Lindsay's Subdivision of Block "L" of Shinn's Second Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

and the obligation and indebtedness secured thereby, executed and dated March 12, 1934 by Nathaniel Hunter, mortgagor and Ella Hunter, husband and wife, in favor of said Association, filed for record March 27, 1934 and recorded in Book 705 at Page 174 of the Mortgage Records of said county which is a first valid and subsisting mortgage lien upon said above described mortgaged premises, and

WHEREAS, said Nathaniel Hunter and wife, Ella, on or about August 4, 1937, made and entered into a certain contract or agreement with Holland Furnace Co. for the installation of a No. 25 Warm Friend heating plant or system in the premises at 2012 North 28th Street, in the City of Omaha in Douglas County, Nebraska, for which they agreed to pay the sum of \$365.98 with interest at six per cent per annum, of which \$10.00 in cash was paid on contract and \$9.11 to be paid on August 1, 1937 and \$9.11 to be paid on the first day of each month thereafter until the balance of said purchase price has been paid, of which there is now due the sum of \$164.67, providing among other things, that said heating plant, accessories and piping in basement shall remain personal property at all times, whether in any manner affixed or attached to realty, and that the title thereto shall remain in said Holland Furnace Co. until said obligors make final payment therefore. whereupon title shall vest in said Hunters; and that if said obligors default in any payment or fail to comply with any of the conditions of said contract or agreement said Holland Furnace Co. may at its option either declare the entire sum remaining unpaid thereunder immediately due and payable and sue therefore, thereby vesting the absolute title in said Hunters or take possession of said heating plant, accessories and piping and hold the same absolutely as property of said Holland Furnace Co. and retain all payments made thereunder as and for reasonable rental thereof; which said contract or agreement filed for record August 4, 1937 and recorded in Book 124 at Page 697 of the Miscellaneous Records in the Office of the Register of Deeds of Douglas County, Nebraska, and

WHEREAS, said mortgagors, Nathaniel Hunter and wife, Ella, and said Mortgagee,

Occidental Building and Loan Association desire and intend to refinance the obligation and indebtedness
secured by their said first above mentioned mortgage if and when said Holland Furnace Co. consents
to such refinance, waives priority in favor of said Association and agrees that the lien of such
refinanced mortgage shall be and remain a first valid and subsisting mortgage lien on said mortgaged
premises, prior and superior to any lien of or in favor of said mortgaged premises by or pursuant
to said above mentioned contract and agreement for installation of said heating plant or system, and

EXBLE HINGS

LLBROWN PAPER CO.

LINEN DLEDOKR