

198-3378

KNOW ALL MEN BY THESE PRESENTS: That Cedarwoods, Inc.

a corporation organized and existing under and by virtue of the laws of the State of Nebraska
consists of the sum of two hundred seventy five thousand and no/100
in hand paid, does hereby SEIL and CONVEY unto Bank of Papillion, Papillion, Ne.

DOLLARS

see full text of
Rec. attached

of SARBY County, State of Nebraska
in Sarby County, and State of Nebraska
the following described premises situated
to-wit:
The south half of the Northeast quarter (S.1/2 N.1/4) Lyong West of the Rock Island Railroad a part of way, except tax lot 10 together with all that part of the Southeast quarter (S.1/2 E.1/4) lying West of the Rock Island Railroad Right of Way, all in Section Thirty Five (35), Township 14 North, Range 12, East of 6th P.M., Sarby County, Nebraska, except that part thereof deeded to the State of Nebr.

7-11-79 at 4:30 P.M. in room 198
3378 Cal. S. Williams
RECORDS OF RECORDS SARBY COUNTY, NEB. 43.25

The intention being to convey hereby an absolute title in fee simple.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging unto the said

and to its heirs and assigns forever, provided always, and these presents are upon the express condition that if the said Cedarwoods, Inc. or assigns shall pay or cause to be paid to the said Bank of Papillion

heirs, executors, administrators or assigns, the sum of two hundred seventy five thousand Dollars payable as follows, to-wit:

Dollars on the	day of	19
Dollars on the	day of	19
Dollars on the	day of	19
Dollars on the	day of	19
Dollars on the	day of	19

with interest thereon at 12 per cent per annum, payable semi annually, according to the tenor and effect of the promissory note with interest/computed attached of said Cedarwoods, Inc.

bearing even date with these presents and shall pay all taxes and assessments levied upon said real estate and all other taxes, levies and assessments levied upon this mortgage or the note which this mortgage is given to secure, before the same becomes delinquent, and keep the buildings on said premises insured for the sum of \$ 0, loss, if any, payable to the delinquent mortgagee, then these presents to be void, otherwise to be and remain in full force.

IT IS FURTHER AGREED: (1) That if the said mortgagor shall fail to pay such taxes or procure such insurance, the said mortgagee may pay such taxes and procure such insurance; and the sum so advanced, with interest at 12 per cent shall be repaid by said mortgagor, and this mortgage shall stand as security for same. (2) That a failure to pay any of said money, either principal or interest when the same become due, or a failure to comply with any of the foregoing agreements, shall cause the whole sum of money herein secured to become due and collectible at once at the option of the mortgagee.

IN WITNESS WHEREOF, the said Cedarwoods, Inc. has heretunto caused its corporate seal to be affixed and these presents to be signed by its Pres. this 10 day of July, 1979.
Signed, sealed and delivered in presence of

By [Signature] Cedarwoods, Inc. Pres.
STATE OF Nebraska County of Sarby
Before me, a notary public qualified in said county, personally came Kenneth Stahl President of Cedarwoods, Inc.

known to me to be the president and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.
Witness my hand and notarial seal on July 10 1979
My commission expires 10/17 Notary Public [Signature]

STATE OF Nebraska Entered on numerical index and filed for record
County Sarby in the Register of Deeds Office of said County the
day of July 1979 at 4:30 o'clock and 25 minutes M.
and recorded in Book 198-3378 at page 43 Reg. of Deeds
By [Signature] Deputy

25-3151

IN CONSIDERATION of the payment of the debt named therein, the Bank of Papillion hereby releases the mortgage made to Bank of Papillion by Cedarwoods, Inc.

on the following described real estate, to-wit: The South Half of the Northeast Quarter (S&NE 1/4) Lying West of the Rock Island Railroad Right of Way, except Tax Lot 10 together with all that part of the Southeast Quarter (SE 1/4) lying west of the Rock Island Railroad Right of Way, all in Section Thirty Five (35) Township 14 North, Range 12, East of 6th P.M., Sarpy County, Nebraska, except that part thereof deeded to the State of Nebraska.

of Section _____ in Township _____ Range _____ of the County, State of _____ which is recorded in book 198 of the Real Estate Mortgages, page 3378

of the records of said County

IN TESTIMONY WHEREOF, the said _____ Bank of Papillion has caused the same to be executed by its President and its Corporate Seal to be affixed hereto this 9th day of June, 1983

If witness

Bank of Papillion
P. M., Sarpy
President

Cashier, Secretary

STATE OF Nebraska
Sarpy County
E.S. Tschida
President of the Bank of Papillion a Corporation

to me personally known to be the President and identical person whose name is affixed to the above release and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation, and that its corporate seal was thereto affixed by its authority.

Witness my hand and Notarial Seal at Papillion, Nebraska, in said County the day and year

last above written.

My commission expires April 25, 1983, Notary Public



Alice D. Russell, Notary Public

325
802
PAGE 3131
1983 JUN -9 PM 4:01
REGISTER OF DEEDS

RELEASE OF MORTGAGE CORPORATION

FROM

TO

STATE OF _____ County } ss

Entered in Numerical Index and filed for record in the office of the Register of Deeds of said county, the _____ day of _____, 19 _____, at _____ o'clock and _____ minutes _____ M., and duly recorded in Book _____ of _____ Mortgages

County Clerk

Deputy

MORTGAGE

Julia B. Oliver
198-6187

Witnessed this 19 day of November, A. D. 1929.

Oliver and Carol C. Oliver, husband and wife.

party of the first part.

of Papillion, Papillion, Ne.

party of the second part.

That the said party of the first part, for and in consideration of fifty two thousand dollars, paid by said party of the second part, and for the purpose of securing the payment of the said sum of fifty two thousand dollars, has granted, sold and conveyed, and by these presents, does grant, sell and convey, unto said party of the second part, the following described real property situate in the County of Sarpy, State of Nebraska, to wit:

A tract of land located in the SW of NW 35-14-12, as attached hereto.

A TRACT OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-SIXTEENTH CORNER OF THE NORTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 12 EAST; THENCE N89° 46' 28" E ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID NORTHEAST ONE-QUARTER OF SECTION 35, BEING ALSO THE CENTERLINE OF CEDAR DALE ROAD, A DISTANCE OF 789.13 FEET; THENCE S00° 13' 32" E A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CEDAR DALE ROAD, AND THE POINT OF BEGINNING; THENCE N89° 46' 28" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF CEDAR DALE ROAD, A DISTANCE OF 412.10 FEET; THENCE S00° 02' 29" E A DISTANCE OF 269.29 FEET; THENCE S89° 57' 31" W A DISTANCE OF 149.16 FEET; THENCE N06° 15' 27" W A DISTANCE OF 16.25 FEET; THENCE N10° 06' 42" W A DISTANCE OF 116.45 FEET; THENCE N16° 55' 29" W A DISTANCE OF 144.00 FEET TO THE POINT OF BEGINNING.

11-26-79 2:45 P.M. 1981 Mrs. B. 35
6187 Carl R. Hill

together with all the tenements, improvements and appurtenances to the same belonging, and all the rents, issues, profits, damages, claims and demands whatsoever of the said party of the first part, in or to said premises or any part thereof, and said party of the first part does hereby covenant, that said party of the first part is lawfully seized of said premises, and said premises are free from incumbrance and these said party of the first part will warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon these conditions: WHEREAS, said party of the first part has executed and delivered to the said party of the second part a

promissory note of even date herewith

and whereas, the party of the first part has agreed to keep the buildings, if any, upon said premises, insured in some company or companies approved by said party of the second part, for the sum not less than 60,000.00

and deliver to said party of the second part the policy or policies containing a clause with the loss payable to said party of the second part, or assign, and has agreed to pay all taxes and assessments against said premises before the same, by law, become delinquent, and has agreed that if said party of the first part does not provide such insurance, or fails to pay all taxes as aforesaid, then said party of the second part, or the holder hereof, may pay such insurance and taxes, or either of them, and all amounts so paid by said party of the second part shall bear interest at the rate of 12% per cent per annum from the date of payment, and this mortgage shall stand as security therefor, and said sum may be added to the amount of the mortgage debt and the same recovered as a part thereof. Now, if the said party of the first part shall well and truly pay or cause to be paid the said sum of money in said note mentioned, with interest thereon according to the tenor and effect of said note and shall keep said buildings insured as aforesaid, and shall keep all taxes and assessments paid, and shall duly keep and perform all the other covenants and agreements herein contained, then these presents to be null and void. But if said sum of money or any part thereof, or any interest thereon, is not paid when the same is due, or if said buildings shall not be kept insured as aforesaid, or if the taxes and assessments aforesaid said premises are not paid at or before the time the same become due, or if the obligor shall hereafter declare the whole or said indebtedness due and payable at any time after such failure or default, and duly maintain an action at law or equity to recover the same, and the commencement of such action shall be the only notice of the exercise of said option required.

AND IT IS FURTHER PROVIDED AND AGREED, That the said Mortgagor shall and will pay all taxes levied upon said premises, or the debt secured thereby, together with any other taxes or assessments which may be levied under the laws of Nebraska, against the said Mortgagee or the legal holder of the said principal note, on account of this indebtedness.

In Testimony Whereof, WE have hereunto set OUR hand and seal the date above written IN PRESENCE OF

William F. Oliver
Carol Oliver

STATE OF NEBRASKA, } ss.
County of Douglas, }
Sarypy

On this 19 day of NOV. A. D. 1979
before me, a Notary Public in and for the said County, personally came the above named
William F. Oliver and Carol C. Oliver, husband and wife

to be the identical person S whose name S are stated to the above instrument
as grantors, and they acknowledged said instrument to be their voluntary
act and deed.



My commission expires on the 17 day of Oct. A. D. 1981 Notary Public

11309

IN CONSIDERATION of the payment of the debt named therein, the Bank of Papillion hereby releases the mortgage made by William L. Oliver & Carol C. Oliver, Husband and Wife,

on the following described real estate, to-wit:
See Attached Exhibit "A"

8-12-81 2:45 P.M. 200 MTS

of Section 3687 in Township 14 North, Range 12 East, County of Sarpy, Nebraska, which is recorded in Book 198 of Real Estate Mortgages, page 6187, of the records of said County.

IN TESTIMONY WHEREOF, the said Bank of Papillion has caused these presents to be executed by its president and its Corporate Seal to be affixed hereto this 6th day of August, 19 81

Witness: P.A.P. Bank of Papillion
By: Robert F. Fae, Vice President & Cashier
Cashier, Secretary

STATE OF NEBRASKA, Sarpy County, Nebraska, ss. On this 6th day of August, 19 81 before me, the undersigned, a Notary Public in and for said County, personally known to me as Robert Fae, Vice President of the Bank of Papillion

to me personally known to be the President and identical person whose name is affixed to the above release and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Bank of Papillion, a Corporation, and that the separate seal was thereto affixed by its authority.

Witness: My commission expires December 3, 19 83. Notary Public

EXHIBIT "A"

A tract of land located in the south one-half of the northeast one-quarter of section 35, township 14 north, range 12 east of the 6th principal meridian, Sarpy County, Nebraska, and being more particularly described as follows:
commencing at the west one-sixteenth corner of the northeast one-quarter of section 35, township 14 north, range 12 east; thence N89° 46' 28" E along the north line of the south one-half of said northeast one-quarter of section 35, being also the centerline of Cedar Dale Road, a distance of 789.13 feet; thence 500° 13' 32" E a distance of 33.00 feet to a point on the south right-of-way line of Cedar Dale Road, and the point of beginning; thence N89° 46' 28" E, along said south right-of-way line of Cedar Dale Road, a distance of 213.10 feet; thence 500° 02' 29" E a distance of 269.29 feet; thence S89° 57' 31" W a distance of 149.16 feet; thence N06° 15' 27" W a distance of 16.25 feet; thence N10° 06' 42" W a distance of 116.45 feet; thence N16° 55' 29" W a distance of 144.00 feet to the point of beginning. NKA LOT 168, CEDAR WOODS.

Notary Seal: Sarpy County, Nebraska
Notary Public: Robert F. Fae
Notary Seal: Sarpy County, Nebraska
Notary Seal: 06768

155-90

CORPORATION WARRANTY DEED

The grantor, CEDARWOODS, INC.

a corporation organized and existing under and by virtue of the laws of the State of Nebraska, in consideration of One Dollar (\$1.00) and other valuable consideration,

received from grantee, does grant, bargain, sell convey and confirm unto

KENNETH L. STAHL, GLENN C. CRISS, ELEANOR R. STAHL, EUGENE S. TSCHIDA and HAROLD R. YOUNG, JR., as joint Tenants with right of survivorship, and not as tenants in common, herein called the grantee whether one or more, the following described real property in

SARPY County, Nebraska:

A tract of land located in part of the South One-half of the Northeast Quarter (S $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{4}$) of Section Thirty-five (35), Township Fourteen (14) North, Range Twelve (12), East of the 6th Principal Meridian, Sarpy County, Nebraska, and being more particularly described as follows:

Commencing at the East one-sixteenth corner of the Northeast One-Quarter of Section 35, Township 14 North, Range 12, East; thence S89° 46' 28"W, along the North line of the South One-half of said Northeast One-Quarter, being also the centerline of Cedarvale Road, a distance of 530.59 feet; thence S00° 13' 32"E a distance of 33.00 feet to a point on the South Right-of-Way line of Cedarvale Road, and the point of beginning; thence S47° 43' 07"W a distance of 170.13 feet; thence S89° 46' 28"W, along a line parallel with and 113.96 feet South of the South Right-of-Way line of Cedarvale Road, a distance of 71.40 feet; thence N00° 13' 32"W a distance of 113.96 feet to a point on the South Right-of-Way line of Cedarvale Road; thence N89° 46' 28"E, along said South Right-of-Way line of Cedarvale Road, a distance of 197.72 feet to the point of beginning, and containing 0.35 acres, more or less.

It is the intention of all parties hereto that in the event of the death of either of the grantees, the entire fee simple title to the real estate shall vest in the surviving grantee

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor for itself and its successors does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance, except subject to easements and restrictions of record, if any,

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whosever.

In witness whereof, grantor has hereunto caused its corporate seal to be affixed and these presents signed by its President.

Dated 03 January 1980



STATE OF NEBRASKA, County of SARPY

NEBRASKA DOCUMENTARY PUBLIC TAX

JAN 10 1980

55 By *KL*

CEDARWOODS, INC.,
By *Kenneth L. Stahl* President

KENNETH L. STAHL, President of

CEDARWOODS, INC., a corporation,

leged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on January 1980

Michael A. Miller Notary Public



My commission expires 1982

FILED FOR RECORD 1-10-80 AT 10:00 A.M. IN ROOM 155 BY *Carl L. Hillsted* REGISTER OF DEEDS, SARPY COUNTY, NEB. 315

FILED FOR RECORD IN SARPY COUNTY NEBR. August 2 1983 AT 9:30 CLOCK A.M
AND RECORDED IN BOOK 24 of Time PAGE 114 Mary E. Cowger COUNTY CLERK.

CERTIFICATE OF PARTNERSHIP
OF
CEDARWOODS

The undersigned hereby certify that they have formed a partnership under the name of CEDARWOODS, the general nature of the business of which is to develop and sell the following described real estate, to-wit:

(SEE ATTACHED)

The principal place of doing business is Papillion, Sarpy County, Nebraska, and the full name and residence of each individual member of said partnership is as signed below:

WITNESS our signatures this 2nd day of May, 1983.

- Kenneth L. Stahl* OF *Papillion*, Nebraska
- Eleanor R. Stahl* OF *Papillion*, Nebraska
- Raymond L. Lemke* OF *Papillion*, Nebraska
- Gwenivere D. Lemke* OF *Papillion*, Nebraska
- Eugene S. Pschida* OF *Papillion*, Nebraska
- James C. Cripe* OF *Omaha*, Nebraska
- George Adam* OF *Hastings*, Nebraska
- Francis Ratter* OF *Papillion*, Nebraska
- Glenn C. Criss* OF *Papillion*, Nebraska
- Michael McLaughlin* OF *Omaha, Neb*, Nebraska
- Thomas Costello* OF *Papillion, Neb*, Nebraska
- President, and for* OF *Springfield*, Nebraska
Corkel Construction, Inc.

EXHIBIT "A"

All Lots 1 through 167, inclusive, Cedarwoods Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, except Lots previously deeded.

52-394

FILED FOR RECORD 6-21-79 11:58 a.m. 52-394
394
6-25

A F F I D A V I T

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Walter A. Hartung, of lawful age, and being first duly sworn on oath deposes and states as follows:

1. That he is a nephew of Charles C. McDaniel, Deceased, and is the duly qualified and acting Personal Representative of his Estate.
2. That he is well acquainted with the farm of Charles C. McDaniel and has been so acquainted with said farm for many years last past. That said farm is legally described as the South Half of the Northeast Quarter and the Southeast Quarter of Section 35, Township 14 Range 12, East of the 6th P.M. in Sarpy County, Nebraska.
3. That affiant knows of his own knowledge that no drilling for oil and gas ever took place upon said real estate pursuant to the Oil and Gas Lease dated July 16, 1930, and Recorded in Miscellaneous Book 7 at Page 370 of said Sarpy County Records.
4. Affiant further states that no oil and gas was ever produced on said real estate.

check 05/17/79
A.

52-394H

Further affiant sayeth not.

Walter A. Hartung
Walter A. Hartung

SUBSCRIBED and SWORN TO before me this 20 day of June, 1979.

Walter A. Hartung
Notary Public



154-3642

CONVEYANCE SURVIVORSHIP WARRANTY DEED

The grantor **CEDARWOODS, INC.,**

a corporation organized and existing under and by virtue of the laws of the State of NEBRASKA

in consideration of **One Dollar (\$1.00) and other valuable consideration,**

received from grantee, does grant, bargain, sell, convey and confirm unto

WILLIAM R. OLIVER and CAROL C. OLIVER, Husband and wife,

as joint tenants with right of survivorship, and not as tenants in common, the following described real

property in **SARBY** County, Nebraska:

A tract of land located in the South Half of the Northeast Quarter (SARBY) of Section Thirty-five (35), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska, and being more particularly described as follows:

Commencing at the west one-sixteenth corner of the Northeast Quarter of Section 35, Township 14 North, Range 12, East; thence N 89 degrees 46' 28" E along the North line of the South One-half of said Northeast Quarter of Section 35; being also the center line of Cedar Dale Road, a distance of 789.13 feet; thence S 00 degrees 13' 32" E a distance of 33.00 feet to a point on the South Right-of-Way line of Cedar Dale Road, and the point of beginning; thence N 89 degrees 46' 28" E, along said South Right-of-Way line of Cedar Dale Road, a distance of 213.10 feet; thence S 00 degrees 02' 29" E a distance of 269.29 feet; thence S 89 degrees 57' 31" W a distance of 149.16 feet; thence N 06 degrees 15' 27" W a distance of 16.25 feet; thence N 10 degrees 06' 42" W a distance of 116.45 feet; thence N 16 degrees 55' 29" W a distance of 144.00 feet to the point of beginning, and containing 1.09 acres, more or less.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and to their assigns, or to the heirs and assigns of the survivor of them forever.

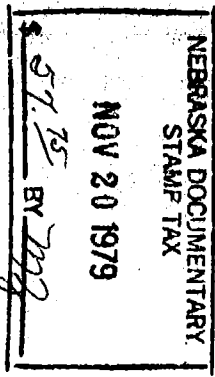
And grantor for itself and its successors does hereby covenant with the grantees and with their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seized of said premises; that they are free from encumbrance, except subject to easements and restrictions of record, if any, and, in addition, Grantee or successors use restricted, to-wit: No construction of accessory buildings on the premises exceeding 25 feet in height.

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

It is the intention of all parties hereto that in the event of the death of either of the grantees, the entire fee simple title to the real estate shall vest in the surviving grantee.

In witness whereof, grantor has hereunto caused its corporate seal to be affixed and these presents signed by its **President.**

Dated **November 17** 19 **79**



CEDARWOODS, INC., A Nebraska Corporation,

By *Kenneth L. Stahl* President
Kenneth L. Stahl

STATE OF **NEBRASKA** County of **SARBY**

Before me, a notary public qualified for said county, personally came

11-20-79 *154* **KENNETH L. STAHL,** President of

3642 **Carl R. Hillis** *3 25* **CEDARWOODS, INC.,** a corporation,

known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on **November 17** 19 **79**



James C. Gregg Notary Public
My commission expires **December 1, 1980**

154-2021

DEED BY PERSONAL REPRESENTATIVE

This Deed made this 11th day of July, 1979,
by and between

WALTER A. HARTUNG, Personal Representative of
the Estate of Charles C. McDaniel, Deceased, late
of Papillion, Sarpy County, Nebraska,

Party of the First Part
and

CEDARWOODS, INC., a Nebraska Corporation

WITNESSETH:

That party of the first part, the duly appointed, qualified
and acting Personal Representative of the Estate of Charles
C. McDaniel, Deceased, under his Last Will and Testament which
is of record in the Office of the County Court of Sarpy
County, Nebraska, by virtue of the power and authority
conferred upon him under said Will and in consideration
of the sum of \$390,970.20, to him paid by the party of the
second part, the receipt of which is hereby confessed and
acknowledged, does by these presents, grant, bargain, sell,
remitse, release, alien, convey and confirm unto the said
party of the second part and to its successors and assigns,
forever, all the foregoing described tract of land, situate,
lying and being in the County of Sarpy, State, of Nebraska,
to-wit:

NEBRASKA DOCUMENTARY
STAMP TAX
JUL 11 1979
\$430.¹⁰ BY CAH

RECORDED IN BOOK 154 PAGE 25
2121 (A. L. Williams)

Rec'd 6/25/79 #12

154-2001A

All of the South One-Half of the Northeast One-Quarter lying West of the Rock Island Railroad Right of Way except Tax Lot 10, together with that part of the Southeast One-Quarter lying West of the Rock Island Railroad Right of Way, and North of State Highway No. 370, right of way, all in Sec. 35, Township 14 North, Range 12 East of the 6th P.M. in Sarpy County, Nebraska, containing 50.16 acres more or less.

and

All that part of the Southeast One-Quarter of Section 35, Township 14 North, Range 12 East of the 6th P.M. in Sarpy County, Nebraska, lying South of State Highway No. 370, right of way and West of the Rock Island Right of way, containing 12.86 acres more or less.

subject to easements and restrictions of record, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, which the said testator had in his lifetime, and at the time of his decease, and which the said party of the first part has by virtue of the said Last Will and Testament or otherwise, of, in or to the above granted premises and every part and parcel thereof, with the appurtenances, to have and to hold the said premises, the tract of land aforesaid, with the hereditaments and appurtenances thereof, unto the said party of the second part, its successors and assigns forever.

And the said party of the first part for himself, his heirs, and personal representatives does covenant, promise, and undertake to and with the party of the second part,

154-2021E

its successors and assigns, that he is the lawful personal representative of the Last Will and Testament of Charles C. McDaniel, and has power to convey as aforesaid, and has in all respects acted, in making this conveyance, in pursuance of the authority granted in and by the said Last Will and Testament, and that he has not made, done or suffered any act, matter or thing whatsoever, since he was personal representative as aforesaid, whereby the above granted premises or any part thereof, are, shall or may be impeached, charged or encumbered, in any manner whatsoever.

IN WITNESS WHEREOF, the said party of the first part has affixed his name to this instrument, the day and year first above written.

WALTER A. HARTUNG, Personal Representative
of the Estate of Charles C. McDaniel,
Deceased

By Walter A. Hartung

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

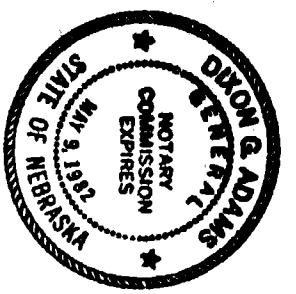
WALTER A. HARTUNG, being first duly sworn deposes and states that he is the Personal Representative of the Estate of Charles C. McDaniel, deceased; and that he signed the foregoing Deed by Personal Representative and acknowledges

the execution thereof, to be his voluntary act and deed
for the purposes therein expressed.

Walter A. Hastings

SUBSCRIBED and SWORN TO before me this 11 day of July,
1979.

[Signature]
Notary Public



QUITCLAIM DEED

CORKOL CONSTRUCTION, INC., Grantor, whether one or more,

in consideration of ONE and NO/100 - - - - - (\$1.00) DOLLAR

, receipt of which is hereby acknowledged, quitclaims and

conveys to CEDARWOODS, INC., Grantee,

the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in

Sarpy County, Nebraska:

Lots Thirty-nine (39), Fifty-three (53), Ninety-one (91), Ninety-two (92) and Ninety-three (93), in Cedarwoods, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

425
FILED SARPY CO., NE
EX-157
PAGE 1960

REC'D SEP 14 PM 3:31

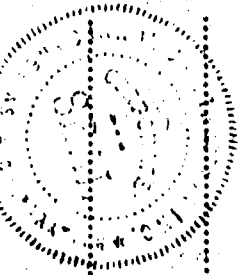
Paul J. ...
REGISTER OF DEEDS

NEBRASKA DOCUMENTARY
STAMP TAX
SEP 14 1982
\$34.10 BY *Paul*

Executed: September 14, 1982.

CORKOL CONSTRUCTION, INC.

Paul J. ...
President



State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me on September 14, 1982

by Floyd D. East, President of Corkol Construction, Inc., a Nebraska Corporation,

NOTARY PUBLIC
STATE OF NEBRASKA

Notary Public

STATE OF NEBRASKA

County of

Filed for record and entered in Numerical Index on

at o'clock M., and recorded in Deed Record, Page

By:
County or Deputy County Clerk
Register of Deeds or Deputy Register of Deeds

Paul J. ...

PARTIAL

2037- RELEASE OF MORTGAGE—Corporation

Hoffman and Felton & Wolf, Walton, Ne. 68461

541-5597

IN CONSIDERATION of the payment of the debt named therein, the Bank of Papillion hereby releases the mortgage made to Bank of Papillion by Cedarwoods, Inc.

on the following described real estate, to-wit: Lots #39, 53, 91, 92, & 93, Cedarwoods, a subdivision, as surveyed, platted, and recorded, Sarpy County, Nebraska

of Section in Township Range of the P. M., Sarpy County, State of Nebraska which is recorded in Book 198 of Real Estate Mortgages, page 3378 IN TESTIMONY WHEREOF, the said Bank of Papillion has caused these presents to be executed by its president and its Corporate Seal to be affixed hereto this 8th day of September 19 82 Bank of Papillion President

Witness: By: [Signature] Cashier, Secretary

STATE OF Nebraska On this 8th day of September 19 82 Sarpy County ss. before me, the undersigned, a Notary Public in and for E.S. Tschida, President of the said County, personally came Bank of Papillion a Corporation

to me personally known to be the President and identical person whose name is affixed to the above release and I acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation, and that its corporate seal was thereto affixed by its authority.

Witness my hand and Notarial Seal at Papillion, Nebraska, this 8th day of September 1982 in said County the day and year last above written. My commission expires April 25, 1988 ALICE DRISCOLL Notary Public

425
201-3297
SEP 14 PM 3 21
[Handwritten signatures and notes]

RELEASE OF MORTGAGE CORPORATION

FROM

TO

STATE OF _____ County } ss

Entered in Numerical Index and filed for record in the office of the Register of Deeds of said county, the _____ day of _____ 19____ at _____ o'clock and _____ minutes _____ M. and duly recorded in Book _____ of _____ Mortgages page _____

County Clerk

Deputy

157-1961

KNOW ALL MEN BY THESE PRESENTS, That

CEDARWOODS, INC.

a corporation

organized and existing under and by virtue of the laws of the State of Nebraska

, for and

in consideration of One dollar and other valuable consideration DOLLARS (\$ 1.00),

paid to it, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto

CEAL HOUST, INC.

as JOINT TENANTS,

and not as tenants in common, the following described real estate, situated in Sarpy County and State of Nebraska, to-wit:

lots 27, 28, 29, 30, 31, 32, 33, in Cedarwood, a subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

NEBRASKA DOCUMENTARY STAMP TAX
SEP 14 1982
\$ 34.10 BY *[Signature]*

FILED SARPY CO., NE
FOR 157 (cedarwood)
PAGE 1961
1982 SEP 14 PM 3:27
Cost of 157-1961
REGISTER 37 FLECS

together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, interest claim or demand whatsoever of said grantor, of, in or to the same, or any part thereof; subject to easements and restrictions of record.

IT BEING THE INTENTION OF ALL PARTIES HERETO THAT, IN THE EVENT OF THE DEATH OF EITHER OF SAID GRANTEEES, THE ENTIRE FEE SIMPLE TITLE TO THE REAL ESTATE DESCRIBED HEREIN SHALL VEST IN THE SURVIVING GRANTEE.

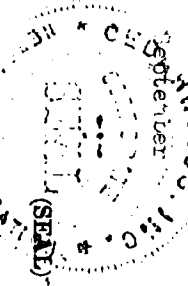
TO HAVE AND TO HOLD the above described real estate, with the appurtenances, unto the said grantees as JOINT TENANTS, and not as tenants in common, and to their assigns, or to the heirs and assigns of the survivor of them, forever, and said grantor for itself and its successors and assigns does hereby covenant with said grantees and with their assigns and with the heirs and assigns of the survivor of them that it is lawfully seized of said premises, that they are free of incumbrances except as stated herein, that it has good right and lawful authority to sell the same, and that it will and its successors and assigns shall warrant and defend the same unto said grantees and unto their assigns and unto the heirs and assigns of the survivor of them, forever, against the lawful claims of all persons whomsoever, excluding the exceptions above stated.

IN WITNESS WHEREOF, said

CEARWOODS, INC.

has caused these presents to be signed by its

President, attested by its Secretary, and its Corporate Seal to be hereunto affixed, this 3th day of September, 1982, A. D., 1982



By *[Signature]* President
Attest *[Signature]* Secretary
Suzanne M. Toppila

STATE OF NEBRASKA, County of Sarpy, On this 3th day of September

A. D., 1982, before me, a Notary Public in and for said County, personally came the above named Kenneth Stant, President, and Deborah L. Mohr, Secretary,

who are personally known to me to be the identical persons whose names are affixed to the above Deed as President and Secretary of said corporation, and they acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last aforesaid.

DEBRA L MOHR
GENERAL NOTARIAL
BE & L
STATE OF NEBRASKA
Commission Expires
June 21, 1984

My commission expires _____ Notary Public.

[Signature]

AFFECTS OF LOTS A+B
+ 138

W A S H I N G T O N

THIS AGREEMENT, Made this _____ day of _____, A. D.

19____

_____ of the first part, and the
COUNTY, NEBRASKA, part _____ of the first part, and the
RELEASE, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, a Delaware Corporation,
party of the second part,

WITNESSETH, That the said part _____ of the first part, for and

in consideration of the sum of _____
Dollars, (\$ _____), and other good and valuable considerations, to _____

in hand paid by the said party of the second part, the receipt whereof is
hereby acknowledged, do _____, by these presents grant unto the said party of
the second part, and to its successors and assigns, subject to the restric-
tions and for the uses and purposes hereinafter mentioned, an easement in
and to a parcel of land located in the South Half (34) of the Southwest
Quarter (38) Section Thirty-five (35), Township Fourteen (14) North, Range
Twelve (12) East, Sarpy County, Nebraska, said parcel being more particularly
described as follows:

Beginning at a point Sixteen Hundred Seventy-seven and
Seven tenths (1677.7) feet distant westerly from the
intersection of the East line of Section Thirty-five (35),
Township Fourteen (14) North, Range Twelve (12) East in
Sarpy County, Nebraska, with the center line of the Chicago,
Rock Island and Pacific Railroad Company's main track,
measured along the center line of said main track and One
Hundred (100) feet northerly measured at right angles to
the center line of said main track, said point being the
true point of beginning of the land being described.
Thence westerly parallel with and One Hundred (100) feet
northerly from the center line of said main track a distance
of Three Hundred (300) feet; thence northerly at right

angles One Hundred Twenty (120) feet; thence easterly at right angles Three Hundred (300) feet; thence southerly at right angles One Hundred Twenty (120) feet to the true point of beginning and containing Eight tenths (0.8) of an acre, more or less.

The purpose of this easement is to enable said party of the second part, its successors and assigns, to occupy, and use the property described for the purpose of making a change in the channel of an existing creek in order to improve general drainage conditions in the immediate vicinity, and for such other railroad purposes as may be necessary in connection with such channel change. The said party of the second part, its successors and assigns, has the right to enter upon the premises hereinafore described at all times necessary to maintain clean, and patrol the new channel constructed under the provisions of this easement.

It is further expressly understood and agreed that title in the property described herein shall not pass to the party of the second part, and all rights of ownership herein are retained by said party of the first part, subject only to this easement and for the uses and purposes stated herein.

This agreement shall be binding upon the parties hereto, and their respective heirs, administrators, executors, successors and assigns.

IF WITNES VERIFIED, the said part _____ of the first part by _____ hereunto set _____ hand _____ the day and year first above written.

SIXTH OF HERBERTA }
COUNTY } SS

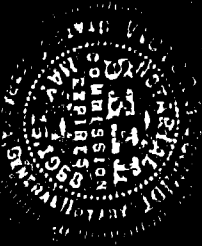
This _____ day of _____ A.D. 19____, _____ appeared before me _____ in person, and being

personally known to me, acknowledged the foregoing instrument to be
voluntary act and deed for the uses and purposes specified therein.

WITNES my hand and official seal.

Notary Public

My Commission Expires: _____



50-6.32

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, made this 17 day of August, 1977, between the Estate of Charles McDaniel, by and through its duly authorized personal representative, Walter A. Hartung, Grantor and party of the first part, and the City of Papillion, a Municipal Corporation of Nebraska, Grantee and party of the second part.

WITNESS:

That said party of the first part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, release and quit claim to the said party of the second part, its successors and assigns forever, a 20-foot permanent sanitary sewer easement and a 150-foot temporary construction easement for a sewer line on, under and across a tract of land located in

Section 35, T14N-R12E of the 6th P.M., Sarpy County, Nebraska; the common center line of which is described as follows: Commencing at the center of said Section 35; thence S 88° 58' 02" E (assumed bearing) on the South line of the NE $\frac{1}{4}$ of said Section 35, 235.50 feet to a point on the Northerly R.O.W. line of Highway 370; thence S 70° 12' 02" E on the Northerly R.O.W. line of said Highway 370, 666.40 feet to a point on the Northwesterly R.O.W. line of the Chicago, Rock Island and Pacific Railway Company; thence Northeasterly on the Northwesterly R.O.W. line of said Chicago, Rock Island and Pacific Railway Company on a curve to the right (radius 3119.50 feet, chord bearing N 48° 22' 14" E, chord distance 264.20 feet), an arc distance of 264.28 feet to the point of beginning; thence N 39° 52' 13" W, 132.50 feet; thence N 40° 59' 56" E, 1655.95 feet to a point on the North line of the S $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 35, said point being 718.54 feet East of the NW corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 35 and also being the termination point of this easement.

1. That the monetary consideration paid by the party of the second part, the receipt of which has herein been acknowledged by the party of the first part, includes payment for any permanent and temporary taking, severance, and crop damage to be caused by the party of the second part.

2. The scope and purpose of said Easement is for the construction, repair, maintenance, replacement and renewal of a sanitary sewer pipeline, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewage. Grantee and its contractors and engineers shall have full right and authority to enter upon said Easement in order to perform any of the acts and functions described within the scope and purposes of the Easement.

FILED FOR RECORD 7-25-77 11:45 AM IN BOOK 50 OF Miscellaneous Records
PAGE 123 Carl L. Hill

50-633A

3. Grantee agrees that after completion of the initial installation and construction of the sewer line, Grantee shall restore the surface of the Easement areas as nearly as possible to the condition existing prior to such work.

4. This Easement Agreement shall run in favor of and be binding upon the Grantor, the Grantee, and their respective successors and assigns.

5. That Walter A. Hartung represents that he is the duly appointed personal representative of the Estate of Charles McDaniel and that he has the power and authority to enter into the above described Easement conveyance on behalf of said Estate.

6. Grantee shall have the right of ingress and egress across the Grantor's property for any purpose hereinafore granted. Such ingress and egress shall be exercised in a reasonable manner. Where Grantee's facilities have been installed, no trees, permanent buildings, or other structures shall be placed in and or encroach upon the permanent Easement and no change of grade elevation or any excavation shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted Easement uses.

7. It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance that its heirs, executors, administrators, personal representatives, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the party of the second part forever against the claims of all persons whomsoever in any way asserting any right, title, or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, Grantor has executed this document on the day and year first above written.

THE ESTATE OF CHARLES MCDANIEL

By: Walter A. Hartung
Walter A. Hartung
Personal Representative

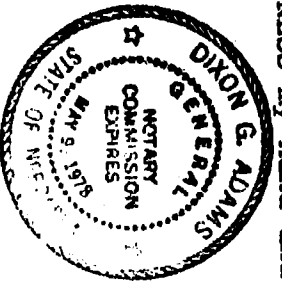
Witness

50-632 B

STATE OF NEBRASKA) ss.
COUNTY OF SARPY)

Before me, a Notary Public qualified for said County personally came Walter A. Hartung, Personal Representative of the Estate of Chaires McDaniel, known to me to be the said personal Representative and the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such Personal Representative and the voluntary act and deed of the Estate of Charles McDaniel.

WITNESS my hand and Notarial Seal this ~~19th~~ day of July 1977.



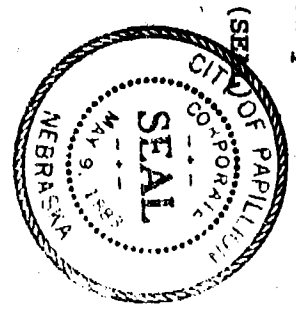
[Signature]
Notary Public
My commission expires May 9 1978.

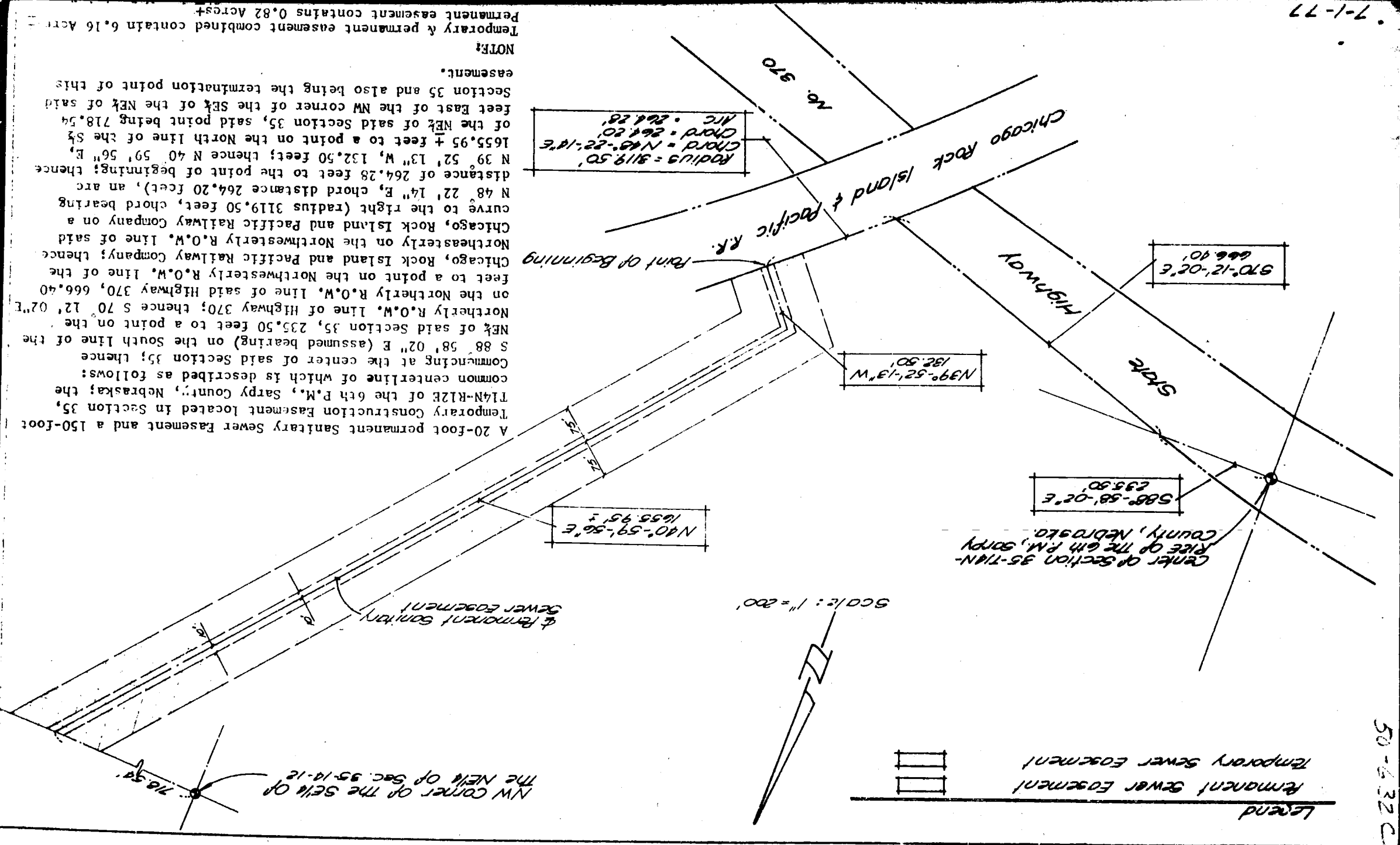
The foregoing Right-of-Way Easement and terms thereof are hereby accepted this 19th day of July, 1977, by the City of Papillion, Grantee.

CITY OF PAPILLION, A Municipal Corporation

By: *[Signature]*
Mayor

ATTEST:
[Signature]
City Clerk





A 20-foot permanent Sanitary Sewer Easement and a 150-foot Temporary Construction Easement located in Section 35, T14N-R12E of the 6th P.M., Sarpy County, Nebraska; the common centerline of which is described as follows: Commencing at the center of said Section 35; thence S 88° 58' 02" E (assumed bearing) on the South line of the NE¼ of said Section 35, 235.50 feet to a point on the Northernly R.O.W. Line of Highway 370; thence S 70° 12' 02" E on the Northernly R.O.W. Line of said Highway 370, 666.40 feet to a point on the Northernly R.O.W. Line of the Chicago, Rock Island and Pacific Railway Company; thence Northeastly on the Northernly R.O.W. Line of said Chicago, Rock Island and Pacific Railway Company on a curve to the right (radius 319.50 feet, chord bearing N 48° 22' 14" E, chord distance 264.20 feet), an arc distance of 264.28 feet to the point of beginning; thence N 39° 52' 13" W, 132.50 feet; thence N 40° 59' 56" E, 1655.95 ± feet to a point on the North line of the SE¼ of said Section 35, said point being 718.54 feet East of the NW corner of the SE¼ of the NE¼ of said Section 35 and also being the termination point of this easement.

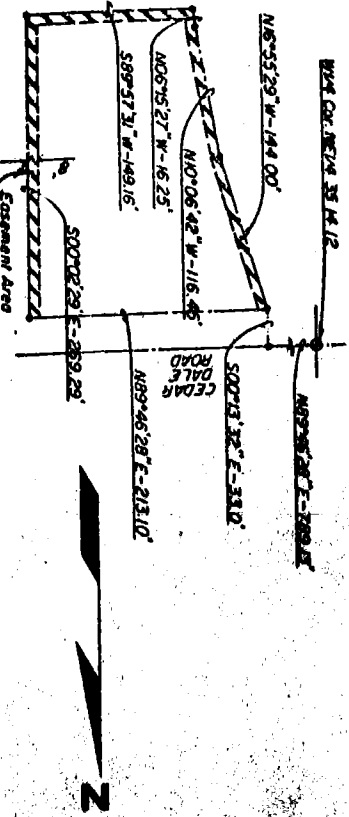
NOTE: Temporary & permanent easement combined contain 6.16 Acres Permanent easement contains 0.82 Acres ±

821

...and being more particularly described as follows:

beginning at the West One-sixteenth corner of the Northeast One-quarter of Section 25, Township 14 North, Range 12 East; thence N89°46'28" E along the North line of said section one-half of said Northeast One-quarter of Section 25, being also the East line of Cedar Dale Road, a distance of 700.13 feet; thence S00°13'32" E a distance of 13.00 feet to a point on the South right-of-way line of Cedar Dale Road, and the point of beginning; thence N89°46'28" E, along said South right-of-way line of Cedar Dale Road, a distance of 213.10 feet; thence S89°57'31" W a distance of 149.16 feet; thence N10°06'42" W a distance of 16.25 feet; thence N10°06'42" W a distance of 115.45 feet; thence N16°55'29" W a distance of 144.00 feet to the point of beginning.

In consideration of the sum of One dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant, sell, convey and assign to the GRANTEES herein, a public corporation, its successors and assigns, and the HEREDITARIES BELONGING TO THEM, a certain strip of land, together with the right of ingress and egress, subjectively referred to as "Egress", a permanent right of way easement, with the right to install, maintain, repair, replace and remove electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:



- EXHIBITS:
- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and remove said facilities consisting of poles, wires, cables, fixtures, posts and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
 - (b) The Grantee shall have the right of ingress and egress across the Grantor's property for any purpose hereinafter granted. Such ingress and egress shall be exercised in a reasonable manner.
 - (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be made for landscaping or other purposes that do not then or later interfere with the granted easement.
 - (d) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that Grantor has full power, authority, administrator, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 14 day of Nov, 1979

STATE OF _____ COUNTY OF _____
On this 14 day of Nov, 1979, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____
William R. Oliver

personally to me known to be the (identical) person(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

By Commission expires: _____
NOTARY PUBLIC
GENERAL NOTARY - State of Indiana
JOAN W. PAIS
My Comm. Exp. Dec. 28, 1982

Recorded in Book No. 18 at Page No. 12 on the _____ day of _____, 1979
North, Range _____
Silesman Kromfischmeier Perkins Est. 50543 v.o. 5623

11549

FILED FOR RECORD

EASEMENT

47-79

Owner(s)

1. Charles McDaniel
of (agent for) the real estate described as follows, and hereinafter referred to as "Grantor": The Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-five (35), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska, except the West Four (4) acres thereof.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, its successors and assigns, and the ~~Grantee~~ referred to as "Grantee", a permanent easement with rights of ingress and egress thereto, to install, operate, maintain, repair, replace and renew its electric facilities over, upon, along and under the following described real estate, to wit:

The East Ten feet (10') of the West One Hundred Forty-six and Sixty-five Hundredths feet (146.65') of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-five (35), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

FILED FOR RECORD 3-4-74 AT 8:40 A. M. IN BOOK 47 OF THE RECORDS
PAGE 92 Carl F. Hillides REGISTER OF DEEDS, SARPY COUNTY, NEB. 3 25

CONDITIONS:

- (A) Where Grantee's facilities are constructed they shall have the right to operate, maintain, repair, replace and renew said facilities consisting of ~~power lines, cables, fixtures, and appurtenances~~ within a strip of land as indicated above.
- (B) After electric ~~facilities~~ facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change in grade elevation or any excavations shall be made therein without prior written approval of the Grantee, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (C) The foregoing right is granted upon the express condition that the Grantees will assume liability for all damages to the above described property caused by Grantees' failure to use due care in its exercise of the granted right.
- (D) It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/heir heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 8 day of February, 1974.

ATTEST: Charles McDaniel

Grantors

STATE OF _____
COUNTY OF Sarpy
On this 8 day of February, 1974, before me the undersigned, a Notary Public in and for said County and State, personally appeared Charles McDaniel

STATE OF _____
COUNTY OF Sarpy
On this 8 day of February, 1974, before me the undersigned, a Notary Public in and for said County, personally came _____, President of _____

personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be voluntary act and deed for the purpose therein expressed.

to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal the date above written.

Witness my hand and Notarial Seal at _____ in said County the day and year last above written.

My Commission expires _____
Notary Public

My Commission expires _____
Notary Public

APPROVED: [Signature] Date: 2-1-74
Dist. Exp. [Signature] Date: 2-5-74

Section: Township: Range: Section: Engineer: Address: _____

No. 034514