

MISCELLANEOUS RECORD No. 12

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District of Nebraska, do hereby certify that the above and foregoing are true copy of a Decree entered in a cause in said Court wherein Doris Schaal is plaintiff and Arthur W. Dillon, et al. are defendants, Docket "S" page 261 Case No. 5991 as the same appear fully upon the records of said Court now in my charge remaining as Clerk aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Papillion, this 5th day of October A.D. 1945.

SEAL OF THE DISTRICT COURT *
SARPY CO. NEBRASKA *

H. W. Haerberlein

LOUP RIVER PUBLIC POWER DIST. : Filed October 9, 1945 at 2 o'clock P. M.

VS.
JOSEPH A. GIBBONS, ET AL. :
Report of Comm. \$4.55 Pd. :

Ben Dittus
County Clerk

IN THE COUNTY COURT OF SARPY COUNTY
NEBRASKA

In the Matter of the Application of
LOUP RIVER PUBLIC POWER DISTRICT, a
public corporation, Columbus, Nebraska,
to acquire an easement across lands
situate in Sarpy County, Nebraska, by
eminent domain for the purpose of con-
structing and operating transmission
lines for transmission of electricity.

REPORT OF
COMMISSIONERS

Re: Joseph A. Gibbons, et al.
STATE OF NEBRASKA, }
County of Sarpy. } SS

The undersigned duly appointed commissioners by the County Judge in the above entitled cause to inspect the premises hereinafter described and appraise the damages accruing to the owners and others claiming to be interested therein by reason of the appropriation of an easement over said lands for the construction, operation and maintenance of a transmission line across the same, hereby appraise said damages as follows:

I

This is Tract No. 1 being the West Half of the Southwest Quarter of Section 14, and the Northwest Quarter of the Northwest Quarter (except school acreage) of Section 23; all Township 14 North, Range 10 East of the 6th P. M., situate Sarpy County, Nebraska. There will be three 2-pole wooden structures on this land.

(a) Joseph A. Gibbons and Mary E. Gibbons, husband and wife as joint tenants, of Elkhorn, Nebraska, who own an undivided one-half interest in this property, \$ 280.00.

(b) C. P. Betts and Emma Betts, husband and wife, Elkhorn, Nebraska, who own the other undivided half interest, \$280.00.

(c) Carl Schuele and Mrs. Carl Schuele, husband and wife, tenants in possession, \$ none.

II

This is Tract No. 2 in the application being the Southwest Quarter of the Northeast Quarter and the South Half of the Northeast Quarter of the Northwest Quarter, and all of the Southeast Quarter of the Northwest Quarter lying north and east of the railroad right-of-way; all Section 23, Township 14 North, Range 10 East of the 6th P. M., situate Sarpy County, Nebraska. There will be five two-pole wooden structures.

(a) Henry C. Koch and Mary E. Koch, husband and wife, who are the owners by title in fee and in possession of this land, \$1240.00.

III

This is Tract No. 3 in the application being the Southeast Quarter of Section 19, Township 14 North, Range 11 East of the 6th P. M., situate Sarpy County, Nebraska. There will be four 2-pole wooden structures on this land, two guy wires, and one steel structure.

(a) Louise E. Elwood and J. W. Elwood, wife and husband, of 601 Athletic Club, 1714 Douglas Street, Omaha, Nebraska, who are the owners by title in fee of this land, \$1075.00.

(b) Harry Jansen and Mrs. Harry Jansen, husband and wife, who are the tenants in possession, \$None.

IV

This is Tract No. 4 in the application being the Southwest Quarter (less one acre for school) of Section 19, Township 14 North, Range 11, East of the 6th P. M., situate Sarpy County Nebraska. There will be four 2-pole wooden structures on this land.

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who are the owners by title in fee of this land, \$800.00.

- (b) Harry Jansen and Mrs. Harry Jansen, husband and wife, who are the tenants in possession of this land, \$ none.

V

This is Tract No. 5 in the application being Tax Lots 2 and 5 of Section 20, Township 14 North, Range 11 East of the 6th P. M., situate Sarpy County, Nebraska. There will be three 2-pole wooden structures on this land.

- (a) Bernard L. Biel and Mildred Biel, husband and wife, who are the owners as joint tenants and in possession of this land, \$395.00.

VI

This is Tract No. 6 in the application being the North Half of the Southwest Quarter of Section 21, Township 14 North, Range 11 East of the 6th P. M., situate Sarpy County, Nebraska. There will be four 2-pole wooden structures on this land.

- (a) John Runge, Jr., and Clara Runge, husband and wife, who are the owners by title in fee and in possession of this land, \$800.00.

VII

This is Tract No. 7 in the application being Tax Lots 4B and 7, and all that portion of the Northeast Quarter of the Northwest Quarter lying south of Papillion Creek owned by F.W. Trumbull, all situate Section 21, Township 14 North, Range 12, East of the 6th P. M., situate Sarpy County, Nebraska. There will be three 2-pole wooden structures on this land.

- (a) Harlan W. Trumbull and Velma J. Trumbull, husband and wife, of Papillion, who own the fee title, \$620.00.

- (b) W. Ruff and Mrs. W. Ruff, husband and wife, who are the tenants in possession of this land, \$None.

VIII

This is Tract No. 8 in the application being Tax Lot 10, Lot D and ~~Part~~ Lot 8; all Section 21, Township 14 North, Range 12 East of the 6th P. M., situate Sarpy County, Nebraska. There will be three 2-pole wooden structures on this land, two guy wires on one 2-pole structure, and one steel structure.

- (2) Helen M. Haug, widow, who owns an undivided one-third by title in fee, \$325.00.

- (b) Alois C. Haug and Mrs. Alois C. Haug, husband and wife, who own an undivided 2/15ths part by title in fee, \$130.00.

- (c) Orville C. Haug and Mrs. Orville C. Haug, husband and wife, who own an undivided 2/15ths part by title in fee \$130.00.

- (d) Norman H. Haug and Mrs. Norman H. Haug, husband and wife, who own an undivided 2/15ths part by title in fee, \$130.00.

- (e) Helen C. Haug, unmarried, who owns an undivided 2/15ths part by title in fee, \$130.00.

- (f) Marvin D. Haug and Mrs. Marvin D. Haug, husband and wife, who own an undivided 2/15ths part by title in fee, \$130.00.

IX

This is Tract No. 9 in the application being the Southwest Quarter of Section 22, Township 14 North, Range 12 East of the 6th P. M., situate Sarpy County, Nebraska. There will be three 2-pole wooden structures on this land.

- (a) George H. Schwer and Catherine M. Schwer, husband and wife, who own the fee title and are in possession, \$720.00.

X

This is Tract No. 10 in the application being the Southeast Quarter of Section 22, Township 14 North, Range 12 East of the 6th P. M., situate Sarpy County, Nebraska. There will be four 2-pole wooden structures on this land.

- (a) Emil A. Fricke, unmarried, Papillion, Nebraska, who is the owner by title in fee of this land, \$815.00.

- (b) Elmer Gruner and Mrs. Elmer Gruner, husband and wife, who are the tenants in possession, \$ none.

XI

This is Tract No. 11 in the application being the Southwest Quarter of Section 23, Township 14 North, Range 12 East of the 6th P. M., situate Sarpy County, Nebraska. There will be four 2-pole wooden structures on this land.

- (a) Bertha Stokes Little and John T. Little, wife and husband, whose address is c/o Littlebrook Farm, Colburn, Washington, who are the owners of the fee title to this land, \$800.00.

- (b) Lester J. Lutz and Minnie C. Lutz, who are the tenants in possession, \$ None.

XII

This is Tract No. 12 being the Southeast Quarter of Section 23, Township 14 North, Range 12 East of the 6th P. M., situate Sarpy County, Nebraska. There will be four 2-pole wooden structures on this land.

- (a) Lester J. Lutz and Minnie C. Lutz, husband and wife, who are the owners by title in fee and in possession of this land, \$800.00.

XIII

This is Tract No. 13 in the application being the Northwest Quarter of the Southwest

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Quarter and the North Half of the Southeast Quarter of Section 24, Township 14 North, Range 12, East of the 6th P. M., and the Northwest Quarter of the Southwest Quarter of Section 19, Township 14 North, Range 13 East of the 6th P. M., all situate Sarpy County, Nebraska. There will be nine 2-pole wooden structures on this land.

(a) Milton H. Fricke and Verna A. Fricke, husband and wife, of Papillion, Nebraska, who own an undivided one-third part by title in fee, \$637.00.

(b) Ruth K. Fricke, unmarried 2070 Dowd Street, Lakewood 7, Ohio, who owns an undivided one-third part by title in fee, \$637.00.

(c) Grace T. Thompson and Ward Thompson, wife and husband, of Papillion, who own an undivided one-third part by title in fee, \$637.00.

(d) Milton H. Fricke and Verna A. Fricke, husband and wife, who are the tenants in possession thereof, \$ none.

XIV

This is Tract No. 14 in the application being the Northeast Quarter of the Southwest Quarter of Section 19, Township 14 North, Range 13 East of the 6th P. M., Sarpy County, Nebraska. There will be two 2-pole wooden structures on this land.

(a) The Federal Land Bank, address 419 Farm Credit Building, 19th and Douglas Street, Omaha, Nebraska, who is the owner by title in fee, \$400.00.

(b) Don Blodget and Mrs. Don Blodget, husband and wife, who are the tenants in possession, \$ none.

Dated this 5 day of October, 1945.

Fred Schneckloth
B. H. Whitted
G. E. Mundt
Ernest Nielsen
Daniel R. Schobert

IN THE COUNTY COURT, OF THE COUNTY OF SARPY, STATE OF NEBRASKA

(Certified Copy of Record)

STATE OF NEBRASKA,)
County of Sarpy) ss.

I, Harvey A. Collins, Judge of the County Court, of the County of Sarpy State of Nebraska, do hereby certify that I have compared the foregoing copies of

"REPORT OF COMMISSIONERS"

Re:

LOUP RIVER PUBLIC POWER DISTRICT

vs.

JOSEPH A GIBBONS, et al

with the original records thereof, now remaining in said Court; that the same are correct transcripts thereof, and of the whole of said original records.

In Witness Whereof I have hereunto set my hand and affixed the seal of said County Court in Papillion, County of Sarpy, State of Nebraska, on this 8 day of October, A.D. 1945.

SEAL OF THE COUNTY COURT *
SARPY COUNTY, NEBRASKA *

HARVEY A. COLLINS
Judge of the County Court
By Vera Anderson
Clerk of the County Court

JASPER LANDON HALL, PRES. : Filed October 10, 1945 at 9 o'clock A. M.
TO :

WHICH IT MAY CONCERN :
Res. \$1.00 Per

STATE OF NEBRASKA)
County of Douglas) ss

County Clerk

I, Jasper Landon Hall, President of Hall Investment Company, a Corporation, do hereby certify that at a regularly called meeting of the Board of Directors of said Company at which a quorum of said Board was present the following resolution was duly passed:

RESOLVED that the Hall Investment Company sell Tax Lot Nineteen (19) in Section Fifteen (15) Township Fourteen (14) North Range Thirteen (13) East of the 6th P. M., Sarpy County, Nebraska, for Three thousand and 00/00 dollars (\$3,000.00) cash upon delivery of warranty deed and subject to the 1945 real estate and all subsequent taxes and subject to existing leases with Edgar Crockett

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Said meeting was held on the 19th day of September 1945 and is duly recorded in the minutes of said Hall Investment Company.

Jasper Landon Hall
President of Hall Investment Company

HALL INVESTMENT CO. OMAHA NEBR.

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 5th day of October, 1945, before me, a Notary Public within and for said County, personally came Jasper Landon Hall, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged said instrument to be a true and correct copy of a resolution passed by Hall Investment Company at a Directors meeting held on the 19th. day of September 1945.

Louella Kleburg
Notary Public

LOUELLA KLEBURG NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 9, 1949.*

RICHARD G. BOWYER & WF. : Filed October 13, 1945 at 10 o'clock A. M.

AND :

JESSE EVANS & WF : ^
Land Contract \$1.75 Pd. _

Bruce Oster
County Clerk

THIS AGREEMENT, Made the 22nd day of September, A.D. 1945, between Richard G. Bowyer and Annabelle H. Bowyer, husband and wife, parties of the first part and Jesse Evans and Cecil Evans husband and wife as joint tenants with right of survivorship and not as tenants in com on part of the second part.

WITNESSETH, That said parties of the first part agree to sell and convey to said parties of the second part, for the price and upon the terms hereinafter mentioned, the following described real estate situate in the County of Douglas and State of Nebraska, to wit:

South One Hundred (100) feet of Lot Two (2) Hillcrest a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

Said part of the second part agree to purchase said real estate from said parties of the first part, and to pay to them as the purchase price for the same the sum of One Thousand Two Hundred Fifty and no/100 (\$1250.00) dollars, in payment as follows:

Three Hundred and no/100 (\$300.00) Dollars of which has been paid in hand, the receipt of which is hereby acknowledged. The remaining principal with accrued interest at the the rate of six (6%) per annum, shall be paid to the parties of the first part at The Commercial Savings & Loan Association, the times and in the manner following, that is to say: Twenty Five (\$25.00) Dollars or more per month at 6% interest beginning with the 1st day of November, 1945 and each and every month thereafter until the entire balance has been paid. All payments to inculde both principal and interest. Interest to be computed on the unpaid balance only. It is understood that this sale is made subject to the 1945 County & State tax.

All of said deferred payments bear interest at the rate of six per cent per annum, payable monthly from date until due, and thereafter at the rate of nine per cent per annum until paid.

Said parties of the second part agree to pay all taxes and assessments levied against said premises, including the taxes for the year 1945 and subsequent taxes, before the same become delinquent, and to keep the buildings, if any, on said premises, insured against fire and tornado in the sum of not less than \$950.00 in favor of said parties of the first part.

But if said sum of money, or any part thereof or any interest thereon be not paid when the same is due or if the taxes and assessments of every nature which are assessed or levied against said premises, are not paid before the same become delinquent, then in that case, the whole of said sum shall and by this indenture does immediately become due and payable.

As soon as said purchase money and the interest thereon shall be fully paid, time being of the essence of this contract, said parties of the first part agree to make, execute and deliver to said parties of the second part, a good and sufficient warranty deed conveying said real estate to them in fee simple, free of all incumbrances except the taxes for the year A.D. 1945 and subsequent taxes, upon surrender of this duplicate contract; PROVIDED, that at any time before final payment has been made, upon the request of said first parties said parties of the second part shall execute to the said parties of the first part, notes for the unpaid balance of the purchase money, secured by a first mortgage on said premises upon delivery of a deed conveying the title to said premises to Jesse Evans and Cecil Evans, husband and wife,

In case the said parties of the second part shall refuse, neglect or fail to pay said purchase money and all rights in