

MISCELLANEOUS RECORD No. 12

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cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

The telephone and telegraph lines if constructed above ground shall follow the property or fence lines.

Dated this 11th day of February, 1946.

Peter Hansen (SEAL)

Marie Hansen (SEAL)

(SEAL)

STATE OF NEBRASKA)
(ss.
COUNTY OF SARPY)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 11th day of February, 1946, personally appeared Peter Hansen and Marie Hansen, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

Ruth M. Strawn

Notary Public

My commission expires Feb. 6, 1947

RUTH M. STRAWN NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES FEB. 6, 1947 *

ELSIE M. UHE

TO

GREAT LAKES PIPE LINE CO.

Rt of Way \$1.15 Pd.

Form 80

Rev. 8-45

Filed February 28, 1946 at 10 o'clock A. M.

County Clerk

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Five and no/100 Dollars (\$5.00) to her in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Elsie M. Uhe, a widow, does hereby grant, to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, maintain, operate and remove telegraph and telephone lines, with right of ingress and egress to and from the same, on, over the through certain lands situate in the County of Sarpy and State of Nebraska, and described as follows:

and of Sec 19, Twp 14 N R 13E

The said grantor her heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof of land on these premises across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid the award of two of such persons being final and conclusive.

The telephone and telegraph lines if constructed above ground shall be built along property or fence lines.

Dated this 20th day of February, 1946

Elsie M. Uhe (SEAL)

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STATE OF NEBRASKA)
) ss.
 COUNTY OF SARPY)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 20th day of February, 1946, personally appeared Elsie Uhe, a widow, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

 RUTH M. STRAWN NOTARIAL SEAL
 SARPY COUNTY, NEBRASKA
 COMMISSION EXPIRES FEB. 6, 1947

 My commission expires Febr. 6, 1947

Ruth M. Strawn
 Notary Public

CARL E. ANDERSON & WIFE :

TO :

OMAHA LOAN & BLDG. ASS'N : A
 Assgmt Rents \$1.55 Pd.

Filed March 2, 1946 at 10 o'clock A. M.

James D. Jones
 County Clerk

FOR AND IN CONSIDERATION of the sum of Six thousand seven hundred fifty & no/100 Dollars (\$6,750.00) to us in hand paid, the receipt whereof is hereby acknowledged, and the further securing of the debt hereinafter referred to, We Carl E. Anderson and Pearl I. Anderson, husband and wife, do hereby sell, assign and set over to Omaha Loan and Building Association of Omaha, Nebraska, the rents, issues, and profits of the following described real estate situate in the County of Sarpy and State of Nebraska to-wit:

Lot thirty-four (34) and the West part of Lots forty-one (41) and forty-two (42) Marian Park, an Addition in Sarpy County, as surveyed, platted and recorded, being more particularly described as follows: Commencing at a point on the South-east corner of said Lot thirty-four (34), thence east two hundred five and fifty-seven hundredths (205.57) feet, thence North four hundred twenty-five (425) feet, to a point on the north line of Lot forty-one (41) thence West three hundred thirteen and fifty-seven hundredths (313.57) feet more or less to the Northeast corner of Lot thirty-four (34), thence in a southeasterly direction four hundred thirty-eight and seven-tenths (438.7) feet along the easterly line of Lot thirty-four (34) to the place of beginning.

This assignment is given as additional security for, and to run concurrently with one certain bond for Six thousand seven hundred fifty & no/100 Dollars (\$6,750.00) given by us to Omaha Loan and Building Association, and secured by one mortgage executed by us on even date on the above described real estate, payment in full of said bond and mortgage to operate as a release of this assignment.

We hereby make, constitute, and appoint Omaha Loan and Building Association our Attorney in Fact, giving unto said Attorney power irrevocable to collect all the rents, issues and profits of the above described real estate either by its officers or by any other person duly authorized by it as agent for that purpose; either in its own name or in our name to take all necessary steps for proceedings in court or otherwise, to cause said premises to be vacated, to collect rentals due, and when vacant to re-let the same, to make all reasonable repairs, and to pay taxes out of said rents, profits, and income, and to do all things either by its own officers or by other parties duly authorized and appointed by it as its agent for said purposes all the above at such times and in such manner and on such terms as to our said Attorney may seem best with full powers of substitution.

It is understood and agreed that so long as we the undersigned, our heirs, executors, administrators, or assigns, shall fully comply with the terms of said bond and mortgage, said Omaha Loan and Building Association will not exercise this assignment of rents; but in the event of default in any of the payments or in any other of the terms of said bond and mortgage, this assignment shall become operative at the option of the Omaha Loan and Building Association.

IN WITNESS WHEREOF, We have hereunto set our hands this 1 day of March, A.D. 1946.

In The Presence Of:
 D. A. Finkle

Carl E. Anderson
 Pearl I. Anderson

State of Nebraska) ss.
 County of Douglas)

Cancelled 59-555

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personally came the above named Carl E. Anderson and Pearl I. Anderson, husband and wife, who are personally known to me to be the identical persons who executed the foregoing instrument, and duly acknowledged the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

D. A. FINKLE NOTARIAL SEAL
DOUGLAS COUNTY, NEBRASKA
COMMISSION EXPIRES JULY 21, 1949.

D. A. Finkle
Notary Public
Commission expires July 21, 1949.

FRED SCHNEEKLOTH : Filed March 4, 1946 at 4:30 o'clock P. M.
TO :

WHOM IT MAY CONCERN :
Aff. \$.90 Pd.

Benjamin D. Tipton
County Clerk

A F F I D A V I T

STATE OF NEBRASKA) ss
County of Sarpy)

Fred Schneekloth, being of lawful age, being first duly sworn on oath deposes and states that he has been a resident of Sarpy County for the past 56 years.

That he knows of his own personal knowledge that Dorothea Voss, grantor in Warranty Deed recorded in Book 31, page 258 of the records of Sarpy County, Nebraska, wherein she conveyed lands in Section 13, Township 14, Range 11, was the widow of Fritz Voss, who died on March 10, 1895 and whose estate was probated in the County Court of Sarpy County, Nebraska, Estate No. 336 in the year 1895 and that she was a widow on date of said conveyance.

Further affiant sayeth not.

Fred Schneekloth

Subscribed and sworn to before me this 4th day of March, A.D. 1946.

CHRISTINE S. MARTH NOTARIAL SEAL
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES JUNE 14, 1946

Christine S. Marth
Notary Public

IN MATTER OF ESTATE :
OF : Filed March 6, 1946 at 10:30 o'clock A. M.

JOHN HENRY DOEBKEN SR. DEC'D :
Will & Decree \$3.50 Pd.

Benjamin D. Tipton
County Clerk

LAST WILL AND TESTAMENT OF

JOHN HENRY DOEBKEN, SR.
I, John Henry Doebken, Sr., of Papillion, Sarpy County, Nebraska, being of sound and disposing mind and memory, but desiring to make disposition of all of the property that I may own at the time of my death, do hereby make, publish and declare this my last Will and Testament in words and figures as follows:

-1-

I direct that all my just debts, if any, and funeral expenses be paid by my executor as soon as convenient after my death.

-2-

To my wife, Meta Doebken, I give, devise and bequeath to have and to hold for the term of her natural life, the following described real estate, to-wit:

Tax Lot 19a, being the East 132 feet of Tax Lot 19 and within the Village of Papillion, and

Tax Lot 19b in Section Twenty-seven (27) Township Fourteen (14)

Range Twelve (12) and consisting in all of 2½ acres, all in Sarpy

County, Nebraska,

and at her death said property shall go to my son, John Henry Doebken, Jr.

-3-

I also give and bequeath to my wife, Meta Doebken, all my personal property, including