

estate and the evidence, and was submitted to the Court on consideration whereof the Court finds:

1. That due and legal notice of the time and place of hearing on said final account and petition for discharge has been given to all persons interested in said estate as provided by law.

2. That the said final account of Estelle Sullivan, Executrix of the Estate of said Elvira Francois, Deceased, is in all respects just, true and correct; that due notice to creditors has been given. That no claims were filed against said estate. The expenses of the last sickness and funeral expenses of said deceased having been paid by the Executrix out of her personal funds and she makes no claim against said Estate for reimbursement. Said Estate is not subject to Federal Estate Tax or State Inheritance Tax.

3. That the said Elvira Francois left surviving her as her heirs and only heirs at law, the following persons who are related to deceased as follows:

Angelia Schafer	Plattsmouth, Nebraska	Daughter and Legatee
Estelle Sullivan	South Omaha, Nebraska	Daughter and Legatee
Ereene Francois	Belleview, Nebraska	Grandson
Richard Lee Francois	South Omaha, Nebraska	Grandson
Elvira Francois		Granddaughter and Legatee
Joan Francois		Granddaughter and Legatee
Patricia Francois		Granddaughter and Legatee
Alvin Francois		Grandson and Legatee

4. That according to the terms of the Last Will and Testament of said deceased, her property was divided and bequeathed as follows: To her daughter, Estelle Sullivan, her undivided one-half interest in a Tavern located on Lot 10D2, Section 26, Township 14, Range 13, Sarpy County, Nebraska. To her four grandchildren, namely, Elvira Francois, Joan Francois, Patricia Francois and Alvin Francois, her house and furniture located at the SE 1/4 of Section 26, Township 14, Range 13, Sarpy County, Nebraska. To her daughter, Angela Schafer, also known as Angelia Schafer, \$200.00 in cash.

5. The Court further finds that Elvira Francois, Joan Francois, Patricia Francois and Alvin Francois, legatees named in the Last Will and Testament of deceased, are the children of Estelle Sullivan, and the name Francois given them in the will was a mistake of the scrivener who drew the Will. That the true and correct names of these four grandchildren are Elvira Sullivan, Joan Sullivan, Patricia Sullivan and Alvin Sullivan, and that the devise made in the Will, namely, "To my four grandchildren Elvira Francois, Joan Francois, Patricia Francois and Alvin Francois my house and furniture located at SE 1/4 of Section 26, Township 14, Range 13, Sarpy County, Nebraska, is the property of Elvira Sullivan, Joan Sullivan, Patricia Sullivan and Alvin Sullivan."

6. That on final settlement of this Estate, there will be due the Court the sum of \$34.45 for Court Costs, and the sum of \$80.00 is hereby allowed to Jos. E. Strawn for his fee as Attorney in probating the Will of the Elvira Francois, deceased, and conducting proceedings for the final settlement of said Estate. Estelle Sullivan makes no charge for her services as such Executrix. That the above Court Costs and Attorney Fees have been fully paid by the said Estelle Sullivan, Executrix, and she makes no claim against this estate for reimbursement to her to said sums.

7. The Court further finds that said deceased was not the fee owner at the time of her death of any real estate and that no cash of any source has come into the hands of the Executrix for distribution.

It is Therefore Ordered, Adjudged and Decreed by the Court that the final account of the said Estelle Sullivan, Executrix of the Estate of Elvira Francois, deceased, be and the same is hereby in all things approved, confirmed and allowed; that upon the payment of the court costs, attorney fees, specific legacies and the delivery of the personal property and upon filing receipts in this Court showing the delivery of said personal property, payment of court costs, attorney fees and payment of specific legacies, the said Estelle Sullivan, Executrix, will be discharged from her trust as such Executrix of said Estate, and the sureties on her official bond released.

SARPY COUNTY, NEBRASKA *

By the Court,
Harvey A. Collins
County Judge

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

LAST WILL AND TESTAMENT
and

DECREE ON FINAL ACCOUNT

In RE:

ESTATE OF ELVIRA FRANCOIS, Deceased.

Miscellaneous Record No. 13

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 3 day of June, A.D. 1948

SEAL OF THE COUNTY COURT
SARPY COUNTY, NEBRASKA

Harvey A. Collins
Judge of the County Court
By Inez C. Risor
Clerk of the County Court

LEWIS R. LEIGH :
TO :
WHOM IT MAY CONCERN :
AFF. \$1.00 Pd. : ✓

Filed June 3, 1948 at 4 o'clock P.M.

Barbara J. Risor
County Clerk

STATE OF NEBRASKA) ss.
COUNTY OF DOUGLAS)

AFFIDAVIT

LEWIS R. LEIGH, being first duly sworn on oath deposes and states that he is a practicing attorney in the City of Omaha, Douglas County, Nebraska. Affiant further states that he is personally acquainted with Albin H. Hubenka, also known as A. H. Hubenka and has been for over fifteen years prior to the date of this affidavit. Affiant states that he knows of his own personal knowledge that A. H. Hubenka, who is one of the grantees in a deed dated January 26, 1940 and recorded on March 4, 1940 in Book 59 at Page 180 of the Deed Records of Sarpy County, Nebraska, which conveyed the following described property.

All that part of the East One-half (E½) of Section 25, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, lying North of the Right-of-way of the Chicago, Rock Island and Pacific Railway (except therefrom the Right-of-way of the Union Pacific Railway laid across said tract),

is one and the same person as Albin H. Hubenka who is the grantor of a mortgage recorded in Book 53 at Page 180 of the Mortgage Records of Sarpy County, Nebraska, and who is the grantee named in a deed recorded in Book 64 at Page 453 of the Deed Records of Sarpy County, Nebraska, and who is the defendant in a proceeding brought in the District Court of Sarpy County, Nebraska entitled Elsie E. Hubenka vs. Albin H. Hubenka, Doc. T, Page 111, File No. 6146.

Lewis R. Leigh

Subscribed and sworn to before me on this 2nd day of June, 1948.

WANDA VOSIK NOTARIAL SEAL
DOUGLAS COUNTY NEBRASKA
COMMISSION EXPIRES JAN 31, 1952

Wanda Vosik
Notary Public

MILTON H. FRICKE & WIFE :
TO :
DONALD BLODGETT :
FARM LEASE \$2.00 Pd. : ✓

Filed June 11, 1948, at 10 o'clock A.M.

Barbara J. Risor
County Clerk

THIS AGREEMENT, Made and entered into this 6th day of January A.D., 1946 by and between Milton H. Fricke and Verna M. Fricke, husband and wife party of the first part and Donald Blodgett party of the second part

WITNESSETH, That the said party of the first part has this day leased unto the party of the second part the following described property, situated in the County of Sarpy and State of Nebraska to-wit:

NE 1/4 of the SE 1/4 Sec. 19; Tax Lots 3A and 4B of Sec. 18; E 1/2 of SW 1/4 and all of E 1/2 of NW 1/4 West of Papillion Creek; all of the S 1/2 of NE 1/4 lying South and West of Papillion Creek; Tax Lots "1-B" and "1-A-1" and Tax Lot 2, of Sec. 19, all in Twp. 14, N Range 13, East of the 6th P.M.

The quarter of section Township Range of the P.M. together with the buildings and improvements thereon and thereto appertaining from the 1st day of March 1947, to the 28th day of February, 1956 and the said second party, in consideration of the leasing of the above premises, hereby covenants and agrees with the said party of the first part to pay the said party of the first part as rent for the same as follows, to-wit:

Two-fifths of all corn and small grain and one-half of all hay raised on the premises during the term of this lease, delivered to market or feeder within a radius of eight miles, when and as directed by first party, free of expense to first party. If hay is baled each party to pay one-half of cost of baling. Also cash rental in the sum of \$50.00 per year, for approximately 10 acres of pasture and building site, said cash rental payable on or before the first day of

Miscellaneous Record No. 13

March of each year, before entering into possession for the following year.

AND IT IS FURTHER EXPRESSLY AGREED between the parties hereto that the said party of the second part should he deem it necessary may, at the cost and expense of the party of the second part, employ men and teams to go upon said premises and cultivate the crops and harvest them or anything that is necessary to promote their growth or to save them at any time before they are in the granaries, the whole expense of the same to be a lien upon said second party's share of said crops.

AND IT IS FURTHER EXPRESSLY AGREED by the party of the second part that he will carefully protect all buildings, fences and improvements of every kind that are now on said premises or that may be erected thereon during the continuance of this lease; that he will, promptly, at the expiration of the term herein granted yield up possession of said premises, without notice, unto the party of the first part, in as good repair as they now are or may be at any time during the continuance of this lease, ordinary wear and loss by fire excepted. Said second party also expressly agrees to haul and scatter upon said land regularly in the month of Fall and Spring manure accumulated thereon and he will keep the cultivated lands of said premises free from weeds and destroy all weeds along the fences and about all the buildings, including all burrs on the highway adjoining the land and along the borders of the fields before they drop seeds; that _____ will keep the well, pump and windmill on said premises in good repair, except loss by heavy wind or fire excepted.

AND IT IS FURTHER AGREED by the party of the second part that he shall not sub-let nor in any manner release any part of the described premises without the consent of party of the first part.

AND IT IS FURTHER AGREED that the party of the first part and his agents may go upon said premises at any time to inspect the same or to make improvements thereon and to plow for future crops and to sow small grain in corn and stubble ground in the Fall before the expiration of this lease.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

AND IT IS FURTHER EXPRESSLY AGREED that the second party shall secure the performance of the terms and conditions of this lease on his part by giving to the first party on demand a chattel mortgage upon all or any part of the crops growing or gathered on said premises during said term.

And if the said second party shall neglect or refuse to give such chattel mortgage upon crops or if he shall at any time give or attempt to give to any person or persons a lien upon said crops or any part thereof, or violate any of the conditions in this contract, then this lease shall thereby terminate and in order to enforce a forfeiture for nonpayment rent it shall not be necessary to make a demand on the same day the rent shall become due, and the said first party may at once recover possession of said premises and all crops thereon and the said party shall in that event be held and considered to have planted and cultivated said crop for the benefit of said party and shall be paid for such service as follows: Said first party may sell said crop and the unexpired term for cash at private sale he may at his option, procure said crops to be further cultivated or gathered and sold in such market as he may see fit, and in either event the proceeds thereof shall be applied; First to the payment of expenses incurred by the said party in the premises including the time spent by him in connection therewith; Second, in payment of said rent; Third, the remainder, if any, shall be paid to the second party for his services in planting and tending said crops and seed furnished by him.

It is further agreed that the covenants and agreements on the reverse side of this instrument are hereby incorporated into and made a part of this lease.

Signed this 6th day of January A.D. 1947

Signed and delivered in the presence of
Christine S. Marth

Milton H. Fricke (SEAL)
Verna M. Fricke (SEAL)
Donald Blodgett (SEAL)

State of Nebraska) ss.
County of Serpy)

On this 6th day of January A.D. 1947, before me, the undersigned Christine S. Marth, a Notary Public, duly commissioned and qualified for and residing in said County, personally saw Milton H. Fricke and Verna M. Fricke, the said lessor and Donald Blodgett, the said lessee to me known to be the identical persons whose names affixed to the foregoing instrument as lessor and lessee and acknowledged said instrument to be their voluntary act and deed.

CHRISTINE S. MARTH GENERAL NOTARY
STATE OF NEBRASKA
COMMISSION EXPIRES JUNE 14, 1952

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

Christine S. Marth, Notary Public
My Commission expires the 14 day of June, 1952.

It is agreed between the parties hereto, that one-half of all grass and legume seeds are to be furnished by each party and each party is to have one-half of all seed as it comes from combining or threshing machine.

Miscellaneous Record No. 13

Second party agrees to carry out all Soil Conservation practice and agrees not to burn any corn stalks or stubble fields.

Second party further agrees to pay one-third of expense of all diking and agrees that he will personally take care of all minor dike repairs as soon as weather and ground permit after break.

It is agreed between the parties hereto, that first parties are to have the use and pasturage of stalk and stubble fields west of the Big Papillion creek.

In case of death of either party this lease to terminate at end of farm year.

IN PRESENCE OF:

Christine S. Marth

Milton H. Fricke

Verna M. Fricke
First Parties

Donald Blodgett
Second Party

RUDOLPH DIVOKY & WIFE

TO

CHICAGO, BURLINGTON & QUINCY R. R. CO.

Filed June 12, 1948, at 10 o'clock A.M.

James D. Taylor
County Clerk

P E R M I T

June 4, 1948

Mr. C. C. Robnett, Ass't. Chief Engineer,
Chicago, Burlington & Quincy Railroad Company,
Lincoln 8, Nebraska.

Dear Sir:

This is to certify that we, Rudolph Divoky and Marie Divoky, husband and wife, are the owners of the lands both sides of and adjacent to the Chicago, Burlington & Quincy Railroad Company's right-of-way in the West Half of the Southeast Quarter (NW1/4) of Section 1, Township 13 North, Range 18, East of the 6th P.M., just south of Bellevue, Sarpy County, Nebraska; and we do hereby, jointly and severally, for and in consideration of the benefits which will accrue to our hereinabove described lands and the crops thereon, grant to the Chicago, Burlington & Quincy Railroad Company an easement of right to enter on our said lands for the purpose of constructing drainage ditch to and from its said culvert No. 5.91 located in the Northwest Quarter of the South east Quarter (NW1/4) of said Section 1, 1.43 miles north of Pappio, Sarpy County, Nebraska, and in the future, if and when the Railroad Company deems it necessary or desirable, maintaining said ditch, and wasting the excavated material from said ditch along same.

We do hereby, jointly and severally, release the Chicago, Burlington & Quincy Railroad Company, its successors and assigns, from any and all claims for damages by reason of the work on our hereinabove described lands covered by this permit.

We further, jointly and severally, agree that this permit shall run with the title to the hereinabove described lands and be binding upon our heirs and assigns.

Rudolph Divoky
Marie Divoky

STATE OF NEBRASKA)
COUNTY OF Sarpy) ss.

On this 4 day of June, 1948, before me a Notary Public duly commissioned and qualified for and in said County, personally came Rudolph and Marie Divoky, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and official seal this 4 day of June, 1948.

CLARENCE C. OTTO NOTARIAL SEAL
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES APRIL 6, 1952

Clarence C. Otto
Notary Public

My commission expires Apr. 6-1952

ALLEN SEBEK & WIFE

TO

CHICAGO, BURLINGTON & QUINCY R. R. CO.

PERMIT #1.25 Pd.

Filed June 12, 1948, at 10 o'clock A.M.

James D. Taylor
County Clerk

P E R M I T

June 4, 1948

Mr. C. C. Robnett, Ass't. Chief Engineer,
Chicago, Burlington & Quincy Railroad Company,