

38-221

ASSIGNMENT

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, PARKVIEW ADDITION, INC., a Nebraska corporation (hereinafter called "Assignor") does herewith assign, sell, transfer, convey and quit-claim unto D-J-P ASSOCIATES, INC., a Nebraska corporation (hereinafter called "Assignee") all of its right, title and interest in and to the following described real estate in Sarpy County, Nebraska, to-wit:

North One-Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Fifteen (15), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M.,

and any right, title or interest acquired therein under and by virtue of a certain written contract for the purchase of said property, dated December 30, 1964, with the Seller thereof, Dorothy M. Fase, a copy of said written contract being attached hereto and by this reference incorporated herein. Said Assignee, by accepting this Assignment, and quit-claim of all right, title and interest by Assignor in and to said written contract and the real estate described therein, expressly assumes and agrees to fully perform all obligations on Assignor under and by virtue of the said written contract.

EXECUTED this 14th day of February, 1967.

PARKVIEW ADDITION, INC., Assignor

By: [Signature]
President

Attest: [Signature]
Secretary

(S E A L)



ss.

On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came [Signature] President of Parkview Addition, Inc., a Nebraska corporation, to me personally known to be the President and the identical person whose name is affixed to the foregoing Assignment, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial seal at Omaha, Nebraska, in said County, the day and year last above written.

[Signature]
Notary Public

My Commission expires:

FILED FOR RECORD IN SARPY COUNTY NEB April 17 1967 AT 4:00 P.M.

August 22 AND RECORDED IN BOOK 38 OF Public 321

[Signature] REGISTER OF DEEDS 6-25
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OFFER

TO: DOROTHY M. FASE, a single woman (herein called "SELLER")

1. The undersigned buyer, Park View Addition, Inc., or its assigns, agrees to purchase from you the following described real estate in Sarpy County, Nebraska:

N $\frac{1}{2}$ of SE $\frac{1}{4}$ Section 15-14-12 East of the 6th P.M.

for a total purchase price of \$3,000.00 per acre (less existing abutting roads), subject to accurate survey to be furnished by Buyer at its expense prior to closing.

2. The total purchase price shall be paid as follows:

(a) \$5,000.00 cash paid down herewith as evidenced by the attached receipt.

(b) \$45,000.00 total cash, less a credit for all previous payments made by Buyer, shall be paid on "closing" as herein defined.

(c) The full balance of the purchase price (as determined by said survey) shall be secured by Buyer or assigns on "closing" by means of the Buyer, or assigns, executing and delivering to the Seller a promissory note for said balance without interest, said note to be payable as follows: Four (4) equal consecutive annual installments of one-fourth (1/4) of the original principal amount of said note, beginning one year after "closing" and a like amount on the same day of the second, third and fourth years after "closing". Said note shall be secured by a first mortgage on said real estate executed and delivered by Buyer, or assigns, to Seller on "closing", which note and mortgage shall (1) require the Seller to give Buyer partial releases of said mortgage upon payment of Annual installments on a basis of \$3,000.00 for each acre selected by Buyer to be released, with the release price to be proportionately adjusted to a per lot price after platting, and (2) require the Seller as mortgagee to execute any plats submitted by Buyer in order to gratuitously release the streets and areas dedicated to the public from the lien of said mortgage. In consideration of the down payment described in subparagraph (b) above, Buyer shall be entitled to unencumbered title to five acres of said land selected by Buyer at any location except within the East 600 feet adjacent to 84th Street, without further payment to Seller, said unencumbered title to be conveyed and released to Buyer either by excluding said 5 acres of land from the original mortgage or, at the option of Buyer, to be subsequently released from said mortgage by Seller from time to time, as requested by Buyer, thereafter subject to partial releases referred to in Subparagraph (1) above.

3. On "closing" date Seller agrees to convey marketable fee simple title to the premises to the Buyer or assigns, by a Warranty Deed, free and clear of all liens, easements and encumbrances, except ^{of record} ~~of record~~. The real estate taxes shall be prorated on the date of closing, and subsequent taxes shall be paid by the Buyer. The parties agree that the "closing" date shall be on December ~~30th~~, 1965, provided, however, that the Buyer may extend the closing date until December ~~30th~~ 1966, by paying Seller the sum of

Five Thousand (\$5,000.00) Dollars, additional on or before December 31, 1965, and provided further, that the Buyer may extend the closing date until December 30, 1967, by paying the Seller \$5000.00 additional on or before December 30, 1966. Provided, however, the Buyer may accelerate any closing date. The parties hereto understand that the tenant in possession of the farm of the Seller is entitled to six (6) months prior notice to vacate in writing, and may presently remain in possession of said premises until the 1st day of March, 1966, and that if the Buyer desires possession of said premises on or after March 1, 1966, he shall give the Seller notice thereof in writing on or before August 15, 1965, that he desires such possession, and it is further understood and agreed that in the event the Buyer does not desire possession of said premises until March 1, 1967, that he will give notice to the Seller in writing on or before August 15, 1966, of his desire to take possession of said premises on March 1, 1967.

4. The Seller agrees to forthwith deliver to the Buyer title to said premises, duly extended and guaranteed, and the Buyer agrees to deliver a copy of the deed to the Seller, within twenty (20) days after the date of closing. If the deed is not marketable, the Buyer may require the Seller to obtain a title insurance policy, and if the Seller cannot obtain such a policy, the Buyer may rescind this agreement and receive back all of his cash payment.

5. It is agreed that the Seller shall provide for the water and sewerage for the land is contemplated, and shall provide for the same prior to the closing of this deed, and if any of said conditions fail the Buyer shall not be bound to pay the down payment, and shall receive the purchase money, and shall be entitled to have the bodies of water and sewerage, and the same shall be at multifamily dwellings, and securing water and sewerage for water and sewerage for the premises with terms satisfactory to Buyer.

WITNESSED this 30th day of December, 1964.

PARK VIEW ADDITION, INC.,

BY  Agent

The undersigned hereby accepts the foregoing offer subject to the foregoing terms and conditions and agrees to convey the premises at closing in accordance with the terms provided. The undersigned further agrees at closing to pay to the Seller a cash sales commission equal to 2% of the purchase price of said premises.

WITNESSED this 30th day of December, 1964.

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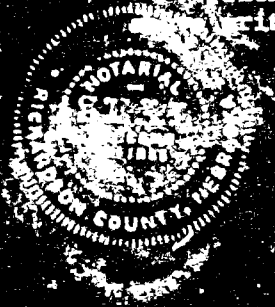
STATE OF NEBRASKA)

COUNTY OF Richardson)

SS

On the date last above written before me, a Notary Public in and for said County, personally appeared DOROTHY M. FASE (Single) to me known to be the identical person whose name is affixed to the foregoing Acceptance, and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and Notarial Seal the day and year last written:



Richard M. Madlin
Notary Public
Mar 17 1967