

MISCELLANEOUS RECORD No. 10

DORA C. SUMP  
TO  
AMERICAN TELEPHONE & TEL. CO.:  
Rel. of Rt. of Way, etc. \$ .90 Pd.:

Filed November 6, 1940, at 9.30 o'clock A.M.

*Corrinne A. Detweiler*  
County Clerk

FORM ROOM

5-40

RELEASE OF RIGHT OF WAY AND EASEMENT FROM MORTGAGE

Received of the American Telephone and Telegraph Company of Nebraska, One Dollar (\$1.00), in consideration of which the undersigned, owner and holder of a mortgage recorded in Book 45, Page 129 of the mortgage records of the County of Sarpy, and State of Nebraska, covering premises situated in N<sup>1</sup>/<sub>2</sub> Section 11 of Township 13N, R-10-E, County of Sarpy and State of Nebraska hereby releases and quitclaims unto the American Telephone and Telegraph Company of Nebraska, its associated and allied companies, its and their respective successors and assigns, the right of way and easement acquired under a grant executed by R. J. McLean, J. P. McLean, Carrie Seafus, Mabel Iske, et al. dated the 30th day of September, 1940, from all lien and claim under the said mortgage.

Signed and sealed this 2nd day of October, 1940, at Millard, Nebraska.  
Witness: Corrinne A. Detweiler  
C. I. Prather  
Dora C. Sump (Seal)  
STATE OF NEBRASKA (Seal)  
Douglas County, ) SS.

On this 2nd day of October, 1940, before me, the undersigned Corrinne Detweiler, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Dora C. Sump to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be her voluntary act and deed. Witness my hand and seal the day and year last  
\*\*\*\*\* above written. \*\*\*\*\*  
CORRINNE A. DETWEILER NOTARIAL SEAL  
DOUGLAS COUNTY, NEBRASKA  
My commission expires October 3rd 1940.

THE FEDERAL LAND BANK  
TO  
AMERICAN TELEPHONE & TEL. CO.  
Consent to Easement \$1.65 Pd.

Filed November 6, 1940, at 2 o'clock P.M.

*Corrinne A. Detweiler*  
County Clerk

FLB 21722 N 4  
LBC 5021 NC 4  
THE FEDERAL LAND BANK OF OMAHA  
and/or

THE FEDERAL LAND BANK OF OMAHA AS AGENT  
OF THE FEDERAL FARM MORTGAGE CORPORATION  
CONSENT TO EASEMENT FOR RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The Federal Land Bank of Omaha is the owner and holder of a certain real estate mortgage executed by Jay B. Wainwright, as mortgagor(s), given to secure a certain amortization note of \$7,000.00 and constituting a lien upon certain real estate described in the mortgage instrument, situated in the County of Sarpy, State of Nebraska, and which mortgage is recorded in Book 43 of Mortgages, page 390 of the records of Sarpy County; and

WHEREAS, the Federal Farm Mortgage Corporation is the owner and holder of a certain real estate mortgage executed by Jay B. Wainwright as mortgagor(s), given to secure a certain amortization note of \$2,500.00, and constituting a lien upon certain real property described in the mortgage instrument, situated in the County of Sarpy, State of Nebraska, and which mortgage is recorded in Book 43 of Mortgages, Page 393, of the records of Sarpy County; and

WHEREAS, Jay B. Wainwright and Irene Wainwright, his wife were the record owner(s) of said real estate on the 28th day of September, 1940, and as grantor(s), executed and delivered on that date to the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a grant of right of way and easement to construct, operate, maintain, replace, and remove a communication system or systems upon, over and under the said real estate, which grant of right of way and easement is recorded in Book 10, Page 365 of the records of the County of Sarpy; and

WHEREAS, the mortgage(s) above constitute(s) a lien on said real estate, including the interest conveyed in same by the grant of right of way and easement above referred to; and

WHEREAS, it is the desire of all parties that the rights acquired by virtue of said grant of right of way and easement be free and clear of the lien of said mortgage(s).

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, said consideration to be applied on the indebtedness secured by the above mentioned mortgage(s), receipt of which is hereby acknowledged, the undersigned hereby consents and agrees that the lien of said mortgage(s) upon said real estate covered by said right of way and easement may be subject and inferior to the rights of the owner of said easement acquired by virtue thereof and that said rights conveyed shall be free and clear of the lien of said mortgage(s), except as herein set forth.

Corrinne A. Detweiler 13-583