

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made this 10th day of August, 1965, by and between Robert F. Stork, single, hereinafter called the seller, and Fred E. Klug, Arlene L. Klug, Gene Gnuse, Clarice Gnuse, Edward Gnuse and Meta Gnuse, hereinafter called the buyers, WITNESSES:

That said seller agrees to sell and convey to Fred E. Klug and Arlene L. Klug, husband and wife, as joint tenants, an undivided one-third interest in the real estate hereinafter described, and to sell and convey to Gene Gnuse and Clarice Gnuse, husband and wife, as joint tenants, an undivided one-third interest in said real estate, and agrees to sell and convey to Edward Gnuse and Meta Gnuse, husband and wife, as joint tenants, an undivided one-third interest in said real estate, said real estate being Tax Lot Sixty-three (63) in Section Twelve (12), Township Seventeen (17), North, Range Nine (9), East of the Sixth Principal Meridian, in Washington County, Nebraska, which said tax lot contains 7.23 acres, more or less.

Seller agrees to sell said real estate and buyers agree to purchase same for the sum of \$6,500.00, payable \$650.00 down in cash upon the execution of this agreement, receipt thereof being hereby acknowledged by said seller, and the balance of \$5,850.00 in yearly installments of \$650.00, said payments commencing August 15, 1966, together with interest on the unpaid principal balance from August 15, 1965, at the rate of 4 1/2% per annum. In addition to the payments provided for herein, said buyers shall have the privilege of paying \$50.00, or multiples thereof, on the unpaid principal balance at any time.

Said seller agrees to cause the 1965 and all prior real estate taxes and special assessments, if any, against said property to be paid in full, and said buyers agree to cause the 1966 and all subsequent real estate taxes and special assessments, if any, against said property to be paid in full.

At the conclusion of the payments provided for herein, said seller agrees to deliver to said buyers a warranty deed to said premises, together with an abstract of title to said premises showing good and marketable fee simple title in him for conveyance to said buyers as aforesaid.

Possession of said premises will be given to said buyers immediately.

In the event of buyers' failure to make the payments provided for by this contract for a period of sixty days or longer, then and in that event all sums paid hereunder by them shall be considered as rent and forfeited to the seller and in such event said buyers will give immediate and peaceable possession of said premises to said seller. In the event of seller's failure to carry out the terms of this contract, he shall pay to said buyers, as liquidated damages, the sum of \$650.00 and shall return to said buyers all amounts paid hereunder by them.

This contract, executed in quadruplicate the date first aforesaid, shall be binding upon the heirs, personal representatives and assigns of all of said parties.

<i>Fred E. Klug</i> Fred E. Klug	---	---	<i>Arlene G. Klug</i> Arlene G. Klug
<i>Gene Gruse</i> Gene Gruse	---	---	<i>Clarice Gruse</i> Clarice Gruse
<i>Edward Gruse</i> Edward Gruse	---	---	<i>Meta Gruse</i> Meta Gruse
		Buyers	
			<i>Robert F. Spork</i> Robert F. Spork
			Seller

OFFICE OF  
O'HANLON & O'HANLON  
LAWYERS  
BLAIR, NEBRASKA

STATE OF NEBRASKA )  
 ) ss:  
WASHINGTON COUNTY )

On this 17<sup>th</sup> day of August, 1965, before me, the undersigned, a notary public, duly commissioned and qualified for and residing in said county, personally came Fred E. Klug and Arlene L. Klug, husband and wife, Gene Gnuse and Clarice Gnuse, husband and wife, and Edward Gnuse and Meta Gnuse, husband and wife, the buyers in the foregoing agreement for sale of real estate, and Robert F. Stork, single, the seller therein, to me known to be the identical persons whose signatures are affixed to said instrument, and they acknowledged the execution of same to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last aforesaid.

[Signature]  
Notary Public

My commission expires 26<sup>th</sup> day of January 1965

- Recorded
- General
- Numerical
- Photostat

State of Nebraska ) ss: 936  
County of Washington )  
Entered in Numerical Index and filed for record  
this 30 day of August  
A. D. 19 65 at 11:15 o'clock A. M.  
and recorded in book 90 at page 284-287  
[Signature]  
County Clerk

Deputy

OFFICE OF  
D'HANLON & D'HANLON  
LAWYERS  
PLATT, NEBRASKA