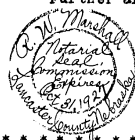


MISCELLANEOUS RECORD

took title to the above described property, under deed dated January 15th, 1918, and filed for record in Book 204. at page 226. in the office of the Register of Deeds, of Lancaster County, Nebraska, and she knows of her own personal knowledge that the above named grantee is one and the same person as Henry Roepka Jr., who took title to the above described property from Bank of Hickman, under deed September 23rd, 1918, and filed for record in Book 217, at Page 96, and who also took title from the Bank of Panama under deed dated September 28th, 1918, and filed - record in Book 217, at page 97.

Further affiant sayeth not.

Agnes Bixler



Subscribed and sworn to before me this 2 day of July, 1927.

R. W. Marshall, Notary Public.

Lis Pendens. ²⁷⁶
Lincoln Savings & Loan Ass'n
vs
Pearl C. French et al
Filed for Record
July 6, 1927, at 4:10 P.M.
T. E. Wheeler
Register of Deeds
By J. G. Vaughan, Deputy
Fee 50¢

LIS PENDENS.

Notice is hereby given that the Lincoln Savings and Loan Association filed its petition in the District Court of Lancaster County, Nebraska, on July 6, 1927, against the defendants, Pearl C. French and Frank E. French, her husband, and Ralph L. Mahan, the object, purpose and prayer of which petition is to foreclose a certain bond and mortgage, executed on or about the 15th day of July, 1926, in the sum of \$5500.00 by Pearl C. French and Frank E. French, payable to the Lincoln Savings and Loan Association and the said mortgage covered a part of Lot Forty-eight (48) of irregular tracts in the Southwest Quarter (SW $\frac{1}{4}$)

Northwest Quarter (NW $\frac{1}{4}$) Section Twenty-nine (29) Town Ten (10) North, Range Seven (7)-described as follows: Commencing at a point thirty-three Feet East (33 Ft. E) and Thirty-three Feet North (33 Ft. N.) of the Southwest corner of said Lot, running thence North 150 feet, thence East 82.61 feet, thence South 150 feet, thence West 82.69 feet to the place of beginning, in Lancaster County, Nebraska, and was duly filed in the office of the Register of Deeds of Lancaster County, Nebraska, on the 19th day of July, 1926, and duly recorded at page 163, Book 301 of Real Estate Mortgages in the said office and the plaintiff alleges there is due thereon the sum of \$5731.00 with interest thereon at the rate of ten per cent per annum from July 1, 1927.

LINCOLN SAVINGS & LOAN ASSOCIATION

By Burkett, Wilson, Brown & Wilson
Its Attorneys.

Agreement ²⁷⁶
Hardy Furniture Company
With
Stuart Investment Co.
Filed for Record
July 7, 1927, at 9:25 A.M.
T. E. Wheeler
Register of Deeds
By J. G. Vaughan, Deputy
\$1.25

AGREEMENT

This agreement between Hardy Furniture Company, a corporation organized under the laws of the state of Nebraska, party of the first part, and Stuart Investment Company, a corporation organized under the laws of the state of Nebraska, party of the second part, witnesseth:

1. Party of the first part is the owner of Lots 10 and 11, Block 39, Lincoln, Nebraska, and party of the second part is the owner of Lots A,B,C,D,E, and F, Baldwin's Subdivision of Lots

MISC. BOC

312

MISCELLANEOUS RECORD

STATE JOURNAL COMPANY, LINCOLN, NEB.

Block 39
5 and 6, / and Lot 4, Block 39, Lincoln, Nebraska, and whereas a water main extends from
O Street to P Street through the property of both parties, and it is desired to provide for
a perpetual easement therefor and perpetual maintenance thereof;

NOW THEREFORE party of the first part hereby grants and conveys to party of the second
part, its successors and assigns, an easement and right-of-way across its property above
described for the maintenance of a water main connecting the water mains on O and P Streets,
and agrees to perpetually maintain the same in its present location and state of repair from
a point commencing at the north side of the present alley between O and P Streets, connect-
ing 13th and 14th Streets extending to the main on O Street.

NOW THEREFORE party of the second part hereby grants and conveys to party of the first
part, its successors and assigns, an easement and right-of-way across its property above
described for the maintenance of a water main connecting the water mains on O and P Streets,
and agrees to perpetually maintain the same in its present location and state of repair from
a point commencing at the north side of the present alley between O and P Streets, connecting
13th and 14th Streets extending to the main on P Street.

-2-

2. It is agreed that this grant and easement and agreement for maintenance shall run
with the land and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument at Lincoln, Nebraska,

July 1, 1927.

WITNESS:

Hal. J. Sowles

HARDY FURNITURE COMPANY, a corporation
By E. C. Hardy, Vice President.

STUART INVESTMENT COMPANY, a corporation
By J. R. Kinder
Vice President.

STATE OF NEBRASKA,)
LANCASTER COUNTY,) SS.

On this 1 day of July 1927, personally appeared before me, a notary public, qualified
for and residing in Lancaster County, Nebraska, the above named E. C. Hardy, Vice President
of Hardy Furniture Company, and J. R. Kinder, Vice President of Stuart Investment Company,
each personally known to me to be such officers of said corporations, and who each executed
the above instrument in my presence and each separately acknowledged said instrument to be
the voluntary act and deed of said corporation, respectively, and further acknowledged that
said signatures were attached by the authority of the aforesaid corporations.

Hal. J. Sowles, Notary Public.

Affidavit
Walter L. Anderson
To
The Public
Filed for Record
July 7, 1927, at 9:45 A.M.
T. E. Wheeler, Register of Deeds
Fee 75¢

AFFIDAVIT.
STATE OF NEBRASKA,)
LANCASTER COUNTY,) SS.
Walter L. Anderson, being first duly sworn, on oath
says that he is of legal age, a resident of Lancaster
County, Nebraska, an attorney at law, and has resided
in the city of Lincoln for many years; that on or about
the 17th day of May, 1917, affiant was appointed