

MISCELLANEOUS RECORD No. 9

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as to our said Attorney may seem best with full power of substitution.

IN WITNESS WHEREOF, we have hereunto set our hands this 19th day of July, A.D. 1937.

In The Presence Of:

L. T. Rerucha

Adam Matula
Clara Matula

State of Nebraska)

(ss.

County of Douglas)

On this 19th day of July, A.D. 1937, before me, a Notary Public, in and for said County, personally came the above named Adam Matula and Clara Matula, husband and wife, who are personally known to me to be the identical persons who executed the foregoing instrument, and duly acknowledged the same to be their voluntary act and deed.

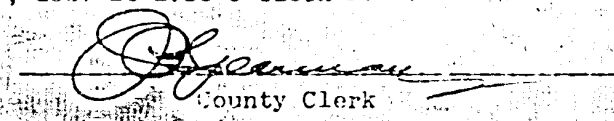
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

L. T. RERUCH NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES AUG. 25, 1938 *

Commission expires August 25, 1938.

L. T. Rerucha
Notary Public

VILLAGE OF BELLEVUE :
TO : Filed July 27, 1937 at 1:30 o'clock P. M.
WHOM IT MAY CONCERN :
Ordinance #1.80 Pd. :



County Clerk

ORDINANCE NUMBER 168

An Ordinance to Vacate the Plat of a Part of Boulevard Avenue, the part to be vacated running through and bordering upon Blocks 365, 348, 349, 335 and 323, or beginning at the corporate limits on the West side of the Village of Bellevue and running Northeasterly to 24th Avenue on the North of Block 323 in said Village; and to Repeal all Ordinances in Conflict Herewith.

Be it ordained by the Mayor and Board of Trustees of the Village of Bellevue, Nebraska:

Section 1. Whereas J. K. Stevens, William S. Frazier, Occidental Building and Loan Association, James C. McGingley, Cecil E. Arendell, James J. Kovarik, Jr., and Marie B. Kovarik, owners of certain lots abutting upon Boulevard Avenue as the same is surveyed, platted and recorded, through Blocks 365, 348, 349, 335 and 323 in the Village of Bellevue, have filed a petition asking that the Plat of said Boulevard Avenue be vacated; and it appearing that no use is made of said Boulevard Avenue through the blocks hereinbefore described, that said Boulevard Avenue is not needed by the Village for street purposes, and the continuation of same as a street is detrimental to the property owners adjacent thereto and the vacation of same would be advantageous and for the best interests of the Village; now, therefore,

Section 2. The Plat of Boulevard Avenue in the Village of Bellevue, Nebraska, where the same borders upon and runs through Blocks 365, 348, 349, 335 and 323 shall no longer be continued as a street, and said Boulevard Avenue is hereby wholly and entirely vacated as a street, and the proportionate share of said street adjacent to the various lots and block shall revert to the owners of such lots or blocks abutting upon the same in proportion to the respective ownerships of such lots or blocks.

Section 3. The vacation of Boulevard Avenue as set forth in Section 2 of this Ordinance shall in no way affect 25th Avenue, Sarpy Avenue, 26th Avenue and 27th Avenue or Clay Street, Calhoun Street or Crawford Street, and it is not intended to vacate any portion of said avenues and streets where the said Boulevard Avenue intersects or crosses the avenues and streets above named.

Section 4. All Ordinances and parts of Ordinances in conflict herewith shall be and the same hereby are repealed.

Section 5. This Ordinance shall be in force and effect from and after its passage, approval and publication as required by law.

Introduced by B. Sterba, Trustee.

MISCELLANEOUS RECORD No. 9

Passed and approved this 2 day of July, 1937.

W. S. Frazier
Mayor

Attest:

Allen Frazier
Village Clerk

VILLAGE OF BELLEVUE *
SARPY COUNTY, NEB. SEAL *

State of Nebraska,)
(ss.
County of Sarpy.)

I, Allen Frazier, Village Clerk of the Village of Bellevue, Sarpy County, Nebraska, hereby certify that the above and foregoing is a true and correct copy of Ordinance Number 168, passed by the Mayor and Board of Trustees of the Village of Bellevue on July 2, 1937, and the same was duly published July 15, 1937, in The Papillion Times, a legal weekly newspaper printed and in general circulation in Sarpy County, Nebraska.

Witness my hand and official seal this 26th day of July, 1937.

Allen Frazier
Village Clerk

VILLAGE OF BELLEVUE *
SARPY COUNTY, NEB. SEAL *

VILLAGE OF SPRINGFIELD :
AND :
LESLIE S. McCAMLEY :
Contract for Real Estate \$1.25 Pd. :

Filed August 3, 1937 at 3 o'clock A. M.

[Signature]
County Clerk

CONTRACT FOR REAL ESTATE

ARTICLES OF AGREEMENT: Made this 13th day of July, 1937, between Village of Springfield, of the first part, and Leslie S. McCamley, of the second part.

WITNESSETH, that the said party of the first part, has this day bargained and sold to the said party of the second part the following described real estate, situated in the County of Sarpy and State of Nebraska to-wit: Lots five (5) and six (6) in Block ten (10) In Spearman's Addition to the Village of Springfield. according to the recorded plat thereof for the sum of Three Hundred and 00/100 DOLLARS

One Hundred and 00/100 Dollars of which has been paid in hand, the receipt whereof is hereby acknowledged. The remaining principal with accrued interest at the rate of 5% per cent per annum, shall be paid to the party of the first part at the office of City Clerk at the times and in the manner following, that is to say:

\$8.00 on the first day of each and every month beginning August 1st, 1937, with the balance of said purchase price with interest on unpaid balance, at the rate of 5% per annua, credited monthly has been paid in full.

Now, if the said party of the second part shall pay the sum as above set forth, time being the essence of this contract, and shall pay all taxes and assessments whether mortgage note special or general, which may become due on said real estate for the year 1937, and thereafter until the above payments are all made, then said party of the first part shall at his own cost, execute and deliver to the said party of the second part, or his assigns upon surrender of this contract, a Quit Claim to the above described premises.

AND IT IS FURTHER AGREED that in case any payment, either of principal or interest, remaining unpaid for a space of thirty days after the same shall become due, or a failure to pay any taxes or assessments, at the time the same become due, then in that case, the whole amount unpaid on this contract shall become due and payable without further notice; and such delinquency in payment, or the failure in other respects by the part of the second part to perform the stipulations of this contract, or any part of them, shall entitle the part of the first part to immediate possession of the premises described herein.

This contract shall be in duplicate, one copy of which shall remain with each party to