

Standard Transmission Line Contract

18358—OMAHA PRINTING CO., OMAHA

O. A. Davis et ux
 TO
 NEBRASKA POWER COMPANY

STATE OF NEBRASKA, }
 ss. Cass County, }
 and filed for record in the Recorder's office of said County, the 27 day of January 19 42, at 10 o'clock and 00 minutes, A M., and recorded in Book No. W page 707 of Miscellaneous Record.

Ray F. Becker
 By Register of Deeds—County Clerk.
 Deputy.

\$2.70

THIS INDENTURE, Made this 18 day of December, 19 41, by and between O. A. Davis

and Rose Jeanette Davis, his wife, of the County of Cass, State of Nebraska, hereinafter called the "Grantor(s)," and the NEBRASKA POWER COMPANY, a Corporation, hereinafter called the "Company,"

WITNESSETH:

That for and in consideration of \$ 5.00 receipt of which is hereby acknowledged by the Grantor(s), and the agreement by the Company further to pay \$ 60.00 for each two-pole "H" frame structure when the entire structure is located on the property hereinafter described, but, when less than the entire structure is located on the property hereinafter described, then only one-half of the amount last above-stated, which last above-stated amount is to be paid as hereinafter provided, and in further consideration of the mutual covenants and agreements herein contained, the Grantor(s) do(es) hereby grant and convey unto the Company, its lessees, successors and assigns, forever, the perpetual right, privilege, easement, right-of-way and authority to survey for, erect, construct, operate and maintain a high voltage electric transmission line or lines in, on and across the following described real estate, including the perpetual right to conduct surveys and install, repair, replace and remove poles, electric transmission lines, wires, cables, grounding devices, anchors, brace poles, stubs, guys, guy wires, buried conductors, either placed singly or running continuously underneath and parallel to the line or both, and other fixtures and appliances necessary or convenient in connection therewith, through, over, under, upon, along and across the property of Grantor(s) located in Cass County, State of Nebraska, more particularly described as follows:

Southwest quarter of the southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Fifteen (15), Township Eleven (11), north Range Thirteen (13) East, in Cass County, Nebraska.

together with all the rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purposes herein described, including the right of ingress and egress to and from said property at all times, which said transmission line or lines will be along the following approximate route: Beginning at a point approximately 75 feet east of the southwest corner of Section Fifteen (15) Township Eleven (11), North, Range Thirteen (13) East of the 6th P.M., thence north approximately 20 degrees east across the southwest quarter of the southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of said section fifteen (15). This contract does not permit the construction or erection of anchors, brace poles, guys or guy wires on the above described land without the written agreement of grantors. Nothing herein shall be construed as to permit interference with fences of grantors on said premises. Location of poles to be in accordance with blue print hereto attached. The Company hereby assumes financial responsibility for any injuries or fatalities suffered by the public, or by the grantors, or their lessees or their families or employees that may result from erection, construction, operation and maintenance of said transmission line.

and such grant shall run with and bind the aforescribed property.

The Grantor(s) do(es) hereby further grant unto the Company, its lessees, successors and assigns forever, the permanent right, privilege and authority to cut down trees under or within twenty-five (25) feet each way from the center line of the Company's line, and to cut down or trim any trees or limbs of trees on either side of the center line of the Company's line as would be a hazard to or in any way interfere with said line, the Company to be the sole judge as to the necessity of cutting down, trimming or otherwise removing said tree or trees. All refuse or debris resulting from such tree felling or tree trimming or both shall be disposed of by cutting wood into 8-foot lengths, piling said wood along the adjacent property line and burning or otherwise disposing of all other refuse and debris. The Company shall also have the right to remove, or otherwise dispose of, anything within said twenty-five (25) feet each way from the center line of the Company's line which, in the Company's opinion, would be a hazard to said line or in any way interfere with said line or the construction, maintenance or operation thereof. The Grantor(s) further agree(s) that nothing will be constructed, erected or maintained within a distance of fifty (50) feet each way from the center line of the Company's line, which would be a hazard to such line or in any way interfere therewith.

The Company shall at all times exercise due care and diligence to avoid any injury or damage to the crops, live stock and other personal property of the Grantor(s), and the Company agrees to indemnify and save harmless the Grantor(s) or their lessee, as their interest may appear, from any and all damage or loss arising or occurring to such property solely by reason of the Company's negligence in the construction, operation and maintenance of said transmission line or by reason of the Company's employees or agents actually going upon or actually entering upon the property herein described in connection with the construction, operation and maintenance of said transmission line. It is further agreed that all claims for damages must be in writing and filed with the Company within thirty (30) days after such damages shall have occurred; otherwise, it is agreed that said claim for damages shall have been waived.

The Grantor(s) for themselves, their heirs, executors, administrators, successors and assigns do(es) covenant and warrant that they (are) lawfully seized of said premises, that they has (has) good right and lawful authority to make such conveyance and that said real estate is free from encumbrance, except as follows:

Mortgages: None

The Company agrees that should the transmission line or lines constructed hereunder be abandoned for a period of five (5) years, the right-of-way or easement hereby secured shall then cease and terminate and this Contract shall be of no further force and effect against the property hereinabove described.

It is expressly agreed that in the event the Company does not commence construction of its transmission line or lines within a period of five (5) years from the date of this Contract, then this Contract shall become void and of no effect, and the Company shall be bound to return to the Grantor(s) the sum last above stated, and the Company shall be bound to return to the Grantor(s) the sum last above stated.

The sum last above stated, to-wit, the amount to be paid on location of structures, shall be paid by the Company to the Grantor(s) or, at the option of the Company, or, at the direction of the Grantor(s), to the Recorder's office of said County, in any Book No. of said County for said recording purposes, and only after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Mortgagees or other persons having a prior interest in the land herein described, and after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Mortgagees or other persons having a prior interest in the land herein described, and after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Mortgagees or other persons having a prior interest in the land herein described.

The Grantor(s), for themselves, their heirs, executors, administrators, successors and assigns, do(es) further agree that no claim shall ever be made against the Company, its lessees, successors and assigns, for any depreciation in value of said land by reason of the location of said transmission line or lines of said property, and the Grantor(s) do(es) further agree that they, their heirs, executors, administrators, successors and assigns, will not

It is further agreed that the Company has the right to commence construction of said transmission line or lines upon notification by the Company in writing to the Grantor(s) of its intent to commence said construction.

It is further agreed that no agent, employee, or other representative of the Company has authority to change the terms of this Contract or to waive any of its provisions, and no change in this Contract shall be valid unless in writing and signed by an executive officer of the Company, and that this Contract shall be of no force and effect until signed by an executive officer of the Company.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) and the Company has caused the due execution of this instrument by its officers hereunto duly authorized in triplicate, this 19 day of December, 1941.

In the Presence of:

F. L. Hebard
(NEBRASKA POWER COMPANY)
(SEAL 1917)

O. A. Davis
Rose Jeanette Davis

(Corporate Seal) (NEBRASKA POWER COMPANY)
(SEAL 1917)

Grantor(s).
NEBRASKA POWER COMPANY,
By Roy Page
Its Vice President
Attest:
T. F. Hanley
Its Asst. Secretary

STATE OF NEBRASKA, } On this 19 day of December, 1941, before me,
COUNTY OF Cass } ss. the undersigned Charles H. Boedeker
came O. A. Davis and Rose Jeanette Davis
his wife, to me known to be the identical persons whose name(s) are affixed to and who executed the foregoing instrument as Grantor(s)
and they acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(Seal) CHARLES H. BOEDEKER 2D NOTARIAL SEAL } Charles H. Boedeker
(COMMISSION EXPIRES FEB. 14, 1944) } Notary Public.

STATE OF NEBRASKA, } On this day of 19 before me,
COUNTY OF } ss. the undersigned
came a Notary Public, duly commissioned and qualified in and for said County and State, personally
and acknowledged the same to be voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(Seal) Notary Public.

STATE OF NEBRASKA, } On this day of 19 before me,
COUNTY OF } ss. the undersigned
came a Notary Public, duly commissioned and qualified in and for said County and State, personally
and acknowledged the same to be voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(Seal) Notary Public.

SUBORDINATION OF MORTGAGE AND CONSENT TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor(s) by the Nebraska Power Company, the undersigned being the holder of a mortgage on the property described in the foregoing Contract, does hereby consent to the construction, operation and maintenance of the Electric Transmission line or lines across the property therein described in accordance with the terms of the said Contract, and, insofar as the interest of the undersigned Mortgagee is affected by said Electric Transmission line or lines, the undersigned hereby waives any and all objections thereto, and does hereby consent to all the terms of said Contract, and hereby expressly subordinates the lien of said mortgage to the rights granted to the Nebraska Power Company by such Contract.

IN WITNESS WHEREOF, the said Mortgagee has executed this instrument or caused the due execution thereof this day of 19.

In the Presence of:

STATE OF NEBRASKA, } On this day of 19 before me,
COUNTY OF } ss. the undersigned
came a Notary Public, duly commissioned and qualified in and for said County and State, personally
to me known to be the identical person whose name is affixed to and who executed the foregoing instrument as Mortgagee and acknowledged the same to be voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(Seal) Notary Public.

CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor(s) and the division thereof according to the separate agreement of the Grantor(s) and the undersigned to their mutual satisfaction, and, in the case of a Lessee, in consideration of the indemnity by the Nebraska Power Company as to crop damage as the interest of Grantor(s) and Lessee may appear, the undersigned, being the Lessee or otherwise in, or entitled to the, possession of the property described in the foregoing Contract, or otherwise possessing an interest in the property described in the foregoing Contract, hereby consent(s) to the survey for and construction of the Electric Transmission line or lines across the property therein described, in accordance with the terms of the said Contract, and, insofar as the interest of the undersigned is affected by the said Electric Transmission line or lines, the undersigned does hereby waive any and all objections thereto and does hereby consent to all the terms of said Contract, and hereby expressly subordinates such interest to the rights granted to the Nebraska Power Company by such Contract.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof, this 26 day of January, 1942.

In the Presence of:

W. A. Robertson } On this 26 day of January, 1942, before me,
STATE OF NEBRASKA, } ss. the undersigned W. A. Robertson
COUNTY OF Cass } a Notary Public, duly commissioned and qualified in and for said County and State, personally
came John A. Davis, to me known to be the identical person whose name is affixed to and who executed the foregoing instrument as tenant and he acknowledged the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(Seal) (W.A. ROBERTSON NOTARIAL SEAL COMMISSION)
(EXPIRES AUG. 24, 1945 CASS COUNTY, NEBRASKA) } W. A. Robertson
Notary Public.

(PLAT ATTACHED TO ORIGINAL INSTRUMENT)

RIGHT OF WAY EASEMENT *Doc #97*

In consideration of the mutual benefits to be derived, the undersigned grantors do hereby grant, sell, and convey to RURAL WATER DISTRICT NO. 1, CASS COUNTY, NEBRASKA, a perpetual easement with the right to construct, install, use, operate, inspect, maintain, replace, and remove water lines and water facilities over, across, and through the following described real estate situated in Cass County, Nebraska: (Describe Real Estate)

The SW 1/4 of the SW 1/4, Sec. 15, Twp. 11 N., Rge. 13 E. of the 6th P.M., Cass County, Nebraska, and

All of the NE 1/4, Sec. 22, Twp. 11 N., Rge. 13 E. of the 6th P.M., Cass County, Nebraska, and, *LOT 5 in NW 1/4 of NW 1/4 23-11-13, and LOT 28 in SW 1/4 of NW 1/4 23-11-13*
The NW 1/4 except Lot 4 in Sec. 27, Twp. 11 N., Rge. 13 E. of the 6th P.M., Cass County, Nebraska.

together with rights of ingress and egress.

This easement shall be thirty (30) feet in width, the center line of which shall be the water facility as constructed.

The consideration herein recited shall be full consideration for any and all damages incurred by grantor by reason of the installation, operation, and maintenance of the above improvements. Grantee agrees to maintain the easement in good repair so that no unreasonable damage will result therefrom to grantor.

This easement shall run with the land for the benefit of grantee, its successors and assigns and all provisions hereof shall be binding on grantors, their heirs, personal representatives, successors, or assigns.

Executed on June 4th, 1972

John E. Gilmore
Grantor
Kathleen E. Page
Grantor

COMPARED

California
STATE OF NEBRASKA } ss
COUNTY OF *Lincoln*

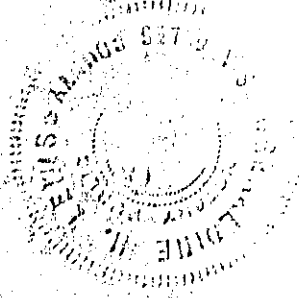
FILED FOR RECORD *8:15* 8-10-72 AT 11 A.M. IN BOOK 13 OF misc
PAGE 338 REGISTER OF DEEDS, CASS CO., NEBR.

On this 4th day of June, 1972, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally came

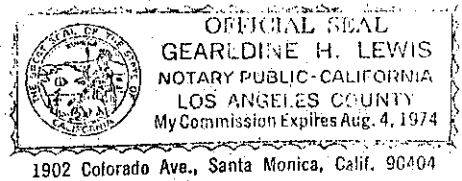
John E. Gilmore & Kathleen E. Page
the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.

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

Gearldine H. Lewis
Notary Public



My Commission Expires: August 4, 1974
California
STATE OF NEBRASKA } ss
COUNTY OF *Lincoln*



On this 4th day of June, 1972, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally came

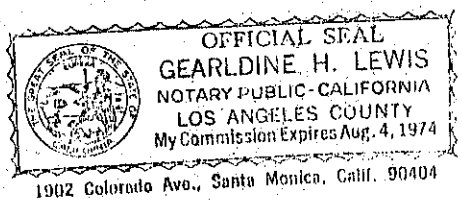
Kathleen E. Gilmore
the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.

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

Gearldine H. Lewis
Notary Public



My Commission Expires: August 4, 1974



PLAT
Mark Morehead Construction Inc.
to
Public

FILED: 08 August 2001 10:00 A.M.
Patricia Meisinger, Register of Deeds
\$ 20.00 Doc.#5081

(Filed in Plat Book 14, Page 58)

"HEARTLAND ESTATES"

an MINOR SUBDIVISION located in the SW 1/4 of the SW 1/4 of Section 15-T11N-R13E of
the 6th P.M., Cass County, Nebraska

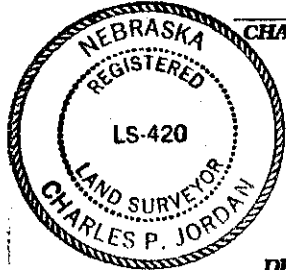
SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed the boundary of " HEARTLAND ESTATES ",
located in the SW1/4 of the SW1/4 of Section 15-T11N-R13E of the 6th P.M.,
Cass County, Nebraska, more fully described as follows:

Referring to the SW Corner of said Section 15; thence N 0°00'00" E,
(assumed bearing), along the West line of the SW1/4, 97.40' to a point on the
Northerly right of way of State Highway No. 1 and the true point of beginning;
thence continuing N 0°00'00" E, along said West line, 1226.30' to the NW
Corner of the SW1/4 SW1/4; thence N 89°42'18" E along the North line of the
SW1/4 SW1/4, 1322.39' to the NE Corner of the SW1/4 SW1/4; thence S
0°02'36" E, along the Easterly line of the SW1/4 SW1/4, 1228.32' to a point on
the Northerly right of way line of State Highway No. 1; thence S 89°47'35" W,
1323.31' to the point of beginning. Contains a calculated area of **37.27 Acres**,
more or less.

Signed this 25th day of June, 2001.

Charles P. Jordan
CHARLES P. JORDAN LS 420



DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

that we, Mark Morehead + Mark Tincher,
being the sole owners of the tract of land described within the Surveyor's
Certificate, do hereby approve of " HEARTLAND ESTATES ", a minor
subdivision, as shown on this plat. We do grant 10' wide easements along all lot
lines for the purpose of placing, maintaining, repairing or replacing of any and
all public utilities. The West 33', (24th Street), is dedicated for use as road right
of way. Also, the right of way for Heartland Drive is dedicated to the public, for
public use. This subdivision is also subject to any and all easements, covenants
and restrictions of record, as of the last date shown hereon.

Mark Morehead [Signature]

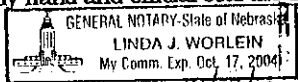
ACKNOWLEDGEMENT OF NOTARY

STATE OF _____)

COUNTY OF _____)

On this 14 day of June, 2001, before me, a notary
public, duly commissioned and qualified in and for said County, did appear
Mark Morehead + Mark Tincher, Mark Morehead Construction, Inc.
who are personally known by me to be the identical persons whose names
appears on this plat, and they did acknowledge their execution of the foregoing
dedication to be their **voluntary** act and deed.

Witness my hand and official seal the date last aforesaid.



Linda J. Worlein
NOTARY PUBLIC

My commission expires 10/17/2004.

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due against the property described
within the Surveyor's certificate and embraced within this plat, as shown by the records
of this office, this 6th day of June, 2001

Richard Wassinger
RICHARD WASSINGER, CO. TREASURER

APPROVAL OF CASS COUNTY BOARD OF COMMISSIONERS

This plat of " HEARTLAND ESTATES ", is hereby approved by the Board of
Commissioners of Cass County, Nebraska, this _____ day
of June, 2001.

ATTEST:

Barbara E. Wohlert
BARBARA E. WOHLERS, CLERK

Boyd Linder
BOYD LINDER, Chairman

APPROVAL OF CASS COUNTY PLANNING BOARD

This plat of " HEARTLAND ESTATES ", is hereby approved by the Planning
Board of the Cass County, Nebraska, this 16 day of May, 2001.

[Signature]
Secretary

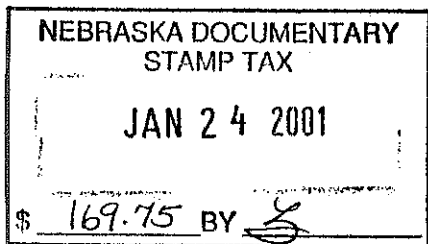
COVENANTS:
1). See separate documents, prepared by
the property owners of the tract of land as
described within the Surveyor's Certificate,
to be filed along with and at the same time
as this plat, in the Cass County Register of
Deeds

GENERAL NOTES:
Owners of property within the boundaries of
"HEARTLAND ESTATES" agree to contribute
to the maintenance of Heartland Drive.

Distances on curve are arc, not chord.

BIG BROTHER
REGISTERED

410



FILED
CASS COUNTY, NE.

2001 JAN 24 PM 1:58

BK 173 of Deeds pg 740
PATRICIA MEIBINGER
REGISTER OF DEEDS
Doc# 410 \$5.50

CORPORATION WARRANTY DEED

Cass County Historical Society Foundation, Inc., a nonprofit corporation organized and existing under the laws of Nebraska, **GRANTOR**, in consideration of One Dollar and other good and valuable consideration received from **GRANTEE**, Mark Morehead Construction, Inc, a corporation organized and existing under the laws of Nebraska, whether one or more, conveys to **GRANTEE**, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

THE SW1/4 OF THE SW1/4, EXCEPT HIGHWAY IN SECTION 15, T11N, R13
EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of the real estate which is free of encumbrances, except for the agricultural leasehold interest which terminates March 1, 2001 and except for matters of record;
- (2) has legal power and lawful authority to convey the same except for the agricultural leasehold interest which terminates March 1, 2001; and
- (3) warrants and will defend title to the real estate against the lawful claims of all persons, except for the agricultural leasehold interest which terminates March 1, 2001.

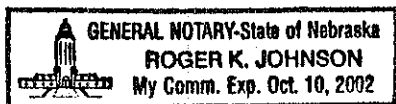
Executed: January 23, 2001

Cass County Historical Society Foundation, Inc.,
Grantor,

BY: *George Miller*
George Miller
ITS: President

STATE OF NEBRASKA)
)ss.
COUNTY OF CASS)

This instrument was acknowledged before me on the 23RD day of January 2001, by George Miller, President of Cass County Historical Society Foundation, Inc., a nonprofit Nebraska Corporation, on behalf of the Corporation.



Roger K. Johnson
Notary Public

Deed Record No. 101

Cass County

LUDWIG PRINTING CO., HAWGOC, NEBRASKA

and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seised of said premises; that they are free from encumbrance; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated ~~May~~ January 18, 1966

Edwin A Fricke

Louise W Fricke

STATE OF NEBRASKA, County of Saunders:

Before me, a notary public qualified for said county, personally came Edwin A. Fricke and Louise W. Fricke known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness by hand and notarial seal on January 18, 1966

(JOSEPHINE H. ZIEGENBEIN)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(NOV. 10, 1971)
(STATE OF NEBRASKA)

Josephine H. Ziegenbein Notary Public
My commission expires November 10, 1971

WARRANTY DEED

John E. Gilmore et ux

COMPARED

Filed 17 May 1966 at: 8:35 A.M.
Betty Philpot, Register of Deeds
\$ 3.90

To:
The State of Nebraska

KNOW ALL MEN BY THESE PRESENTS:

THAT We, John E. Gilmore and Kathleen E. Gilmore, Husband and Wife, of the County of Los Angeles and State of California for and in consideration of the sum of - - - One Thousand Four Hundred Thirty and 00/100 - - - (\$1,430.00) - - - - DOLLARS in hand paid do hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA the following described real estate situated in Cass County, and State of Nebraska, to-wit:

A tract of land located in the southerly part of the Southwest Quarter of the Southwest Quarter of Section 15, Township 11 North, Range 13 East of the 6th P.M., Cass County, Nebraska, described as follows:

Beginning at the Southwest Corner of said Section 15; thence easterly on the South Line of the Southwest Quarter of the Southwest Quarter of said Section 15 a distance of 1,323.4 feet to the Southeast Corner of said Southwest Quarter of the Southwest Quarter; thence northerly on the East Line of said Southwest Quarter of the Southwest Quarter a distance of 95.6 feet; thence westerly a distance of 1,323.4 feet to a point on the West Line of said Southwest Quarter of the Southwest Quarter; thence southerly on said West Line a distance of 97.4 feet to the point of beginning, containing 2.93 acres, more or less, which includes 1.05 acres, more or less, previously occupied as a public highway, the remaining 1.88 acres, more or less, being the additional acreage hereby secured.

And also, a tract of land located in the Northeast Quarter (more specifically defined as lying across the northerly part of the Northeast Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter) of Section 22, Township 11 North, Range 13 East of the 6th P.M., Cass County, Nebraska, described as follows:

Deed Record No. 101

Cass County

LUCKY PRINTING CO., WARRIOR, NEBRASKA

the Northeast Quarter of said Section 22 a distance of 2,646.8 feet to the Northwest Corner of said Northeast Quarter; thence southerly on the West Line of said Northeast Quarter a distance of 66.3 feet; thence easterly a distance of 590.7 feet to a point 102.1 feet southerly from said North Line; thence continuing easterly a distance of 501.2 feet to a point 67.8 feet southerly from said North Line; thence continuing easterly a distance of 1,557.1 feet to a point on the East Line of said Northeast Quarter; thence northerly on said East Line a distance of 70.0 feet to the point of beginning, containing 4.58 acres, more or less, which includes 2.06 acres, more or less, previously occupied as a public highway, the remaining 2.52 acres, more or less, being the additional acreage hereby secured.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging, unto the said The State of Nebraska and to its successors and assigns forever.

And I do hereby covenant with the said Grantee and with its successors and assigns that I am lawfully seized of said premises; that they are free from encumbrance that I have good right and lawful authority to sell the same; and I do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

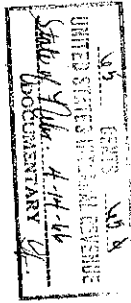
And the said Kathleen E. Gilmore hereby relinquishes all her rights of every name and kind in and to the above described premises.

Signed this 11th day of February A.D. 1966

In Presence of



X John E. Gilmore
X Kathleen E. Gilmore



Mildred E. Teigland

(SEAL OF THE STATE OF CALIFORNIA)
(MILDRED E. TEIGLAND)
(NOTARY PUBLIC CALIFORNIA)
(PRINCIPAL OFFICE IN)
(LOS ANGELES COUNTY)

MILDRED E. TEIGLAND, Notary Public
in and for said County and State.
My Commission Expires June 13, 1968

STATE OF California)
Los Angeles County)

ss. On this 7th day of April, A.D. 1966, before me, the undersigned
DONNA R. SWINK a Notary Public, duly commissioned and qualified for

and residing in said county, personally came John E. Gilmore and Kathleen E. Gilmore, Husband
and Wife John E. Gilmore Kathleen E Gilmore

to me known to be the identical persons whose names are affixed to the foregoing instrument as
grantors and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

(DONNA R. SWINK)
(NOTARY PUBLIC)
(LOS ANGELES CO., CAL.)

Donna R. Swink Notary Public

(OFFICIAL SEAL)
(DONNA R. SWINK)
(NOTARY PUBLIC-CALIFORNIA)
(PRINCIPAL OFFICE IN)
(LOS ANGELES COUNTY)

DONNA R. SWINK, Notary Public
in and for said County and State
My Commission Expires June 22, 1968

EXECUTRIX DEED
Anna Theresa Rauth, Executrix
To: Harold Vogler et ux

Filed 20 May 1966 at: 8:35 A.M.
Betty Philpot, Register of Deeds
\$ 3.55

COMPARED

EXECUTRIX DEED

This indenture made this 13 day of May, 1966, by and between ANNA THERESA RAUTH. Executrix