

MISCELLANEOUS RECORD NO. 15

AGNES H. JONES :
 VS. :
 ROLLIN S. JONES :
 \$3.25 pd Decree :

Filed May 28, 1952 at 8:30 o'clock A.M.
 County Clerk

IN THE DISTRICT COURT WITHIN AND FOR DOUGLAS COUNTY, IN THE
 FOURTH JUDICIAL DISTRICT, IN THE STATE OF NEBRASKA

BE IT REMEMBERED, That at the February 1952 term of said Court, and on the 21st day of February A.D. 1952, one of the days thereof, the Honorable Herbert Rhoades Judge, presiding, the following proceedings were had and done, to-wit:

Agnes H. Jones, Plaintiff,)

vs.

442-133 DECREE

Rollin S. Jones, Defendant)

THIS MATTER came on to be heard this 21st day of February, 1952 upon the petition of plaintiff, and the defendant having been served with summons, the Court finds that it has jurisdiction over the subject matter and the parties, and the Court being fully advised in the premises finds:

That for more than two years last past the plaintiff has been a resident of Omaha, Douglas County, Nebraska.

That the allegations of plaintiff's petition are true and she should be awarded a decree of absolute divorce from the defendant.

That the defendant has been guilty of conduct which in law constitutes extreme cruelty.

The court further finds that the parties have entered into a property settlement agreement which should be approved.

The Court further finds that the parties, in open Court, agreed that the property should be sold when a buyer is obtained who is ready willing and able to pay the sum of \$10,500.00.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff be and she is hereby awarded a decree of absolute divorce from the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the property settlement filed herein, a copy of which is attached to this decree, be and the same is hereby approved and made a part of this decree.

IT IS FURTHER ORDERED that the defendant, until such time as the real estate described as Lot Thirty-five (35), in Martin's Subdivision in Sarpy County, Nebraska, is sold, shall pay the installments on the mortgage when due, and when the property is sold, shall be reimbursed for One-half ($\frac{1}{2}$) of the total amount of payments made from the time of the entry of this decree until the property is sold.

IT IS FURTHER ORDERED that said real estate shall be sold when a buyer is obtained who is ready, willing and able to pay the sum of \$10,500.00 for said property.

THIS DECREE shall not be final until after the expiration of six months from the date hereof, except for purposes of appeal.

By the Court,
 Herbert Rhoades, Judge.

EXHIBIT "A"

442 - 133

AGREEMENT BETWEEN AGNES H. JONES AND ROLLIN S. JONES, WIFE & HUSBAND WITH REFERENCE TO A DIVISION OF PROPERTY BELONGING TO THEM IN THE EVENT OF A DIVORCE BEING GRANTED.

THIS AGREEMENT entered into this 16th day of February, 1952, by and between Agnes H. Jones and Rollin S. Jones, wife and husband, witnesseth:

WHEREAS the said Agnes H. Jones has commenced suit for divorce against Rollin S. Jones, in the District Court of Douglas County, Nebraska, Doc. 442, #133, it is hereby agreed between said parties, who are now separated, that in the event a divorce should be granted in the above entitled cause, that all the property belonging to both parties, subject to the approval of the Court shall be divided as follows:

It is agreed that the plaintiff, Agnes H. Jones, shall have the 1948 Chevrolet Car belonging to parties, she to take said Chevrolet subject to the unpaid balance due on mortgage thereon, which she agrees to assume and pay, and she is to have all the household goods and furniture belonging to the parties now located on the premises hereinafter described in Martin's Sub-division in Sarpy County, Nebraska.

The defendant, Rollin S. Jones is to have all the personal carpenter and mechanical tools in his possession.

It is further agreed that they own as joint tenants, not as tenants in common, with right of survivorship, Lot 35, in Martin's Sub-division in Sarpy County, Nebraska, together with a dragharrow, a discharrow and breaking plow, a rider cultivator attachment, a two row furrow opener and planter combined together with a farmall tractor, all of which equipment was purchased by them when they bought the above described real-estate.

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It is further agreed that they own a mortgage given by a one ~~W~~els Mikkelson on Lot _____ Homestead Addition, 5433 So. 55th Street of approximately \$740.00. It is further agreed that in the event of such divorce being granted and this agreement being approved by the Court, that the balance on said mortgage should be divided share and share alike.

It is further agreed that the real estate above described to wit: Lot 35 in Martin's Sub-division in Sarpy County, Nebraska, together with the farm equipment above enumerated, shall be placed in the hands of a Real Estate Agent for Sale, and shall be sold as soon as a suitable buyer can be found, and that after deducting all expenses of said sale, the net proceeds of sale of said real estate and farm equipment above enumerated, shall be divided share and share alike between the parties hereto.

It is further agreed that the defendant, Rollin S. Jones, shall have the right to remain in possession of said Real Estate above described until possession is given under any sale that might be consummated, free from any rent. This agreement is in lieu of all alimony & attorney fees.

IN WITNESS WHEREOF the parties have hereunto set their hands this 16th day of February, 1952.

JESS VANKAT, Witness

AGNES H. JONES, Plaintiff

JOHN J. HIGGINGS, Witness

ROLLIN S. JONES, Defendant

APPROVED this 21st day of February, 1952.

By the Court,

Herbert Rhoades, Judge.

THE STATE OF NEBRASKA) ss
COUNTY OF DOUGLAS)

I hereby certify that the above is a full and true copy of the original record appearing on Journal 533 Page 370 of the proceedings of said Court.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of said Court, at Omaha, Nebraska, this 27th day of May 1952

SIDNEY J. GOTTNEID, Clerk

By DAVID E. TARSON, Deputy.

FOURTH DISTRICT COURT SEAL *
DOUGLAS COUNTY, NEBRASKA *

PEOPLES NATURAL GAS CO. :
TO :
NORTHERN NATURAL GAS CO. :
\$1.75 pd Assign :

Filed May 29, 1952 at 10 o'clock A.M.
County Clerk

ASSIGNMENT OF FRANCHISE

KNOW ALL MEN BY THESE PRESENTS, that Peoples Natural Gas Company, a Delaware Corporation, in pursuance of a resolution of the Board of Directors of said Company adopted on the 7th day of March, 1952, duly approved by the Stockholders, and providing for the transfer of all its assets, liabilities and business to Northern Natural Gas Company, a Delaware Corporation, and for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Northern Natural Gas Company, a Delaware Corporation, effective at the close of business on May 31, 1952 a certain franchise ordinance designated Ordinance No. 104 passed, approved and adopted by the Board of Trustees of the Village of Fort Crook, Nebraska on August 28, 1941, including all of the rights and privileges granted in and by said ordinance to said Peoples Natural Gas Company, a Corporation, its successors and assigns, all according to the terms and conditions of said ordinance.

IN WITNESS WHEREOF, said Peoples Natural Gas Company has caused these presents to be duly subscribed in its corporate name and its corporate seal to be hereto affixed and attested by its proper officers thereunto duly authorized, this 26 day of May, 1952.

ATTEST: MERRILL KULLBOM
Assistant Secretary

PEOPLES NATURAL GAS COMPANY
By RAY L. HARRISON, Vice President

PEOPLES NATURAL GAS COMPANY
DELAWARE, CORPORATE SEAL, 1930

Northern Natural Gas Company, for itself, its successors and assigns, hereby accepts the within and foregoing assignment, effective at the close of business on May 31, 1952, subject to and in conformity with the terms and conditions thereof, and in consideration of said assignment, agrees that it, its successors and assigns, will save harmless and indemnify Peoples Natural Gas Company, its successors and assigns, from any and all liability, loss, damage, or expense whatsoever by reason of any default by said Northern Natural Gas Company, its successors and assigns, in