

AGREEMENT-SALE OF REAL ESTATE

Filed for record on the 15th day of June, A. D., 1937,  
at 3:15 o'clock P. M.,

O. BYRON COPPER, Register of Deeds

This Indenture, Made this 15th day of June, A. D., 1937, between Markus Markussen party of the first part, and Jes Jorgensen party of the second part,  
WITNESSETH, That the party of the first part has this day sold to the party of the second part, the following described property, to wit:

West 53.31 acres of NW $\frac{1}{4}$  being W $\frac{1}{2}$  NW $\frac{1}{4}$  &  
West 55.76 acres of SW $\frac{1}{4}$  being W $\frac{1}{2}$  SW $\frac{1}{4}$  section 32, township 18N, range 8 E of 6th P.M.

of Section , Town , Range , in Dodge County, Nebraska together with all appurtenances thereto belonging and now thereon, for which the party of the second part agrees to pay the sum of Twelve thousand & ----- no/100 ----- Dollars, \$12,000.00 payable as follows: Cash in hand Twelve hundred & ----- no/100 ----- Dollars, receipt whereof is hereby acknowledged. Balance Purchaser assumes and agrees to pay a mortgage in favor of the Federal Land Bank of Omaha in the amount of \$5500.00 and a mortgage in favor of the Land Bank Commissioner in the amount of \$2500.00. Balance of \$2800.00 to be paid March 1, 1938.

The party of the first part is to furnish to the party of the second part, or assigns, a warranty deed and a good and sufficient abstract of title showing a good title of record to the premises herein described in the party of the first part, on or before March 1, 1938, and carry fire and tornado insurance on said buildings for \$ , payable in case of loss to said first party, and pay all taxes and assessments against said real estate, and if there is a mortgage on said property, pay interest and taxes thereon up to March 1, 1938 & taxes in full for 1937 and give possession by March 1, 1938. It is mutually agreed that time is an essential element in this contract and it is further agreed that in case either of the parties hereto shall fail to perform the stipulations of this contract, or any part of the same, the failing party shall pay to the other party of this contract the sum of Twelve hundred & ----- no/100 ----- Dollars, \$1200.00 as damages for non-fulfillment of contract.

IN TESTIMONY WHEREOF, the parties aforesaid have subscribed their names the date above mentioned.

Witness: \_\_\_\_\_ Markus Markussen \_\_\_\_\_  
\_\_\_\_\_ Anton A. Tresnak \_\_\_\_\_  
\_\_\_\_\_ H. A. Gunderson \_\_\_\_\_  
\_\_\_\_\_ Jes Jorgensen \_\_\_\_\_

STATE OF NEBRASKA } ss.  
DODGE County }  
On this 15th day of June A. D. 1937 before me, the undersigned H. A. Gunderson a Notary Public, duly commissioned and qualified for and residing in said county, personally came Markus Markussen to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

Witness my hand and Notarial Seal this day and year last above written.  
(H. A. Gunderson - Notarial Seal - Commission Expires ) \_\_\_\_\_ H. A. Gunderson \_\_\_\_\_  
(Sept. 29, 1939 - Dodge County, Nebraska = = = = = ) Notary Public.

My commission expires the 29 day of September, 1939.

GRANT OF EASEMENT

Susie Sloss Luckhardt, et vir. }  
To }  
Loup River Public Power District. }  
at 8:30 o'clock A. M.,  
O. BYRON COPPER, Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS:  
THAT WE \_\_\_\_\_ Susie Sloss Luckhardt & Harry Luckhardt, husband & wife, for and in consideration of \$ 60.00 , do hereby grant unto the LOUP RIVER PUBLIC POWER DISTRICT, its successors and assigns, a right of way and perpetual easement, together with all rights and privileges incident to the use and enjoyment thereof, including the right to trim and remove underbrush

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and trees for safe clearances, for the construction, operation and maintenance of an electric transmission line over, upon, along and above the following described real estate situate in Dodge County, State of Nebraska, to-wit:

North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section 35 - Township 18 North - Range 5, East of the 6th. P.M.

There will be 4 2 Pole Structures located on the above described lands, in cultivable ground.

The District shall at all times exercise due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantors and the District agrees to indemnify and save harmless the Grantors from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation and maintenance of said transmission lines. However, all such damage is waived unless written notice is filed with the District within ten days after such damage occurs.

This agreement shall extend to the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands this 12 day of June, 1937.

In Presence Of:

<u>H. P. Ransdell</u>	<u>Susie Sloss Luckhardt</u>	P. O. Add. <u>1644 S. Del. Ave</u>
		<u>Tulsa Okla</u>
<u>H. P. Ransdell</u>	<u>Harry Luckhardt</u>	P. O. Add. <u>1644 S. Del Ave</u>
		<u>Tulsa Okla</u>

STATE OF OKLAHOMA } ss On this 12th day of June, 1937, before me, the undersigned Bertha R. Williams, a Notary Public, in and for said county, personally came Susie Sloss Luckhardt and Harry Luckhardt, husband and wife, to me known to be the identical persons described herein and who executed 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.

(Bertha R. Williams - Notary Public in and for  
State of Oklahoma - Tulsa, Okla. - - - - -)

Bertha R. Williams

My Commission Expires October 23, 1940.

- G R A N T O F E A S E M E N T -

Patrick J. Colgan, et ux. }

To }

Loup River Public Power District. }

Filed for record on the 16th day of June, A. D., 1937,  
at 8:30 o'clock A. M.,

O. BYRON COPPER, Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Patrick J. Colgan and Mary Colgan, husband & wife.

for and in consideration of \$ 30.00, do hereby grant unto the LOUP RIVER PUBLIC POWER DISTRICT, its successors and assigns, a right of way and perpetual easement, together with all rights and privileges incident to the use and enjoyment thereof, including the right to trim and remove underbrush and trees for safe clearances, for the construction, operation and maintenance of an electric transmission line over, upon, along and above the following described real estate situate in Dodge County, State of Nebraska, to-wit:

West Half of Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section 31 - Township 18 North - Range 7 - East of the 6th. P.M.

There will be 2 2 Pole Structures located on the above described lands, in cultivable ground.

The District shall at all times exercise due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantors and the District agrees to indemnify and save harmless the Grantors from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation and maintenance of said transmission lines. However, all such damage is waived unless written notice is filed with the District within ten days after such damage occurs.

This agreement shall extend to the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands this 14 day of June, 1937.

In Presence Of: