

and times of payment of said sums of money, interest and taxes, as aforesaid is the essence and important part of this contract; and that if any default is made in any of the payments or agreements above mentioned, to be performed by the party of second part, in consideration of the damage, injury & expense thereby resulting, or that may be incurred by, or to the party of the first part thereby, this agreement shall be void of and of no effect, and the party of the second part shall have no claim in law or equity against the party of the first part or to the above mentioned real estate, nor any part thereof; and any claim or interest or right the party of the second part may have had hereunder up to that time by reason hereof, or any payments and improvements made hereunder shall, on such default cease and determine and become forfeited, without any declaration of forfeiture, re-entry or any act of the party of the first part. And if the party of the second part, or any other person or persons, shall be in possession of said real estate, or any part thereof, he or they will peacefully remove therefrom or in default thereof, he or they may be treated as tenants holding over unlawfully after the expiration of a lease, and may be ousted and removed as such. But of such sums of money, interest and taxes are paid as aforesaid, promptly at the time aforesaid, the party of the first part will, on receiving said money and interest, deliver, at his own cost and expense, a Warranty Deed of said premises as above written.

WITNESS OUR HANDS, the day and year above written.

WITNESSES:

L. C. Donaldson
Nels Krogh

The Heirs of W. G. Hunt Dec,
Farmers Natl Co,
By E. B. Townsend Broker
Lars Krogh

0-0-0-0-0-0

#4467.

RIGHT OF WAY CONTRACT

Filed for record this 7th day of
October, 1948 at 10:41 o'clock a.m.

VACATION VILLAGE
by H.A. Ross, First Party

to
Northwestern Light & Power Co. Fee 70%

Ione McClintock, Recorder
Chattel Index #10 page 238 & 190.

THIS AGREEMENT, made in duplicate on this 9th day of September 1948, between Hobart A Ross first party, and Northwestern Light & Power Company, second party:

WITNESSETH That in consideration of \$1.00 in hand paid by the second party, and the construction of a transmission line herein provided for, first party does hereby grant and permit to second party the right and privilege to construct, reconstruct, maintain and operate an electric transmission line consisting of poles, or towers, cross arms, insulators, wires and guy wires, telephone wires and other necessary construction for transmitting electricity upon, over and across the following described lands:

All of Governement Lot 1 known as "Vacation Village" In Section 14
Township 99N Range 37 W Dickinson County Iowa

The center line of said poles or towers shall be parallel and not to exceed X feet from the X line of the X and the cross arms carrying wires, transmitting electric current for light or power shall not be less than X feet above the ground underneath. If the efficient operation of said line is interfered with by any trees or limbs of trees, then second party may cut or remove said trees or limbs.

The first party also grants to the second party the right of ingress and egress to said transmission line over lands now owned by first party, for the purpose of constructing, reconstructing or repairing said transmission line, and the said second party agrees to

Deed Record, No. 18, Dickinson County

pay to the first party or his tenants all damages done to the real estate or crops of the first party or his tenants by the second party or its employees while constructing, re-constructing or repairing said transmission line. If the parties do not agree, such damages shall be determined by the Township Trustees acting as a Board of Arbitration in said matter.

This agreement shall be binding upon the parties hereto, their heirs, successors or assigns, and continue so long as second party or its assigns shall desire to use said line for the transmission of electricity.

WITNESS our hands this 2nd day of October, 1948.

Vacation Village By H. A. Ross
First Party.

Northwestern Light & Pwr COMPANY
By L. P. LaFontaine Division Manager

STATE OF IOWA Dickinson County, ss.

On this 6th day of October A.D., 1948, before me, a Notary Public in and for said County, Personally appeared H.A. Ross to me personally known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

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

Eunice Lynn

Eunice Lynn IOWA Notarial Seal Notary Public in and for Dickinson County, Iowa

STATE OF IOWA Dickinson County, ss.

On this 6th day of October A.D., 1948, before me, a Notary Public in and for said County, personally appeared L. P. LaFontaine, who being by me duly sworn on oath did say that the said L. P. LaFontaine is Division Manager of Northwestern Light & Power COMPANY, a corporation, ~~and that the corporate seal attached to said instrument is the corporate seal of said Company,~~ and acknowledged the execution thereof to be the voluntary act and deed of said Company by him duly executed as Division Manager thereof.

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

Eunice Lynn

Eunice Lynn IOWA Notarial Seal Notary Public in and for Dickinson County, Iowa.

0-0-0-0-0-0-0-0

#4566

EASEMENT FOR PUBLIC HIGHWAY

Filed for record this 13th day of October, 1948,
at 1:27 p.m.

John Hancock Mutual Life Insurance
Company and Romaine and Avonne
Kathman
to
State of Iowa.

Ione McClintock, Recorder,
Louise Ballantyne, Deputy.
Entered for taxation October 14, 1948.
Arthur G. Wiese, Auditor.

Fee 70¢ /

EASEMENT FOR PUBLIC HIGHWAY

Project No. F-905(1)

KNOW ALL MEN BY THESE PRESENTS:

M. N.

That John Hancock Mutual Life Insurance Company, a corporation with principal office at Boston, Massachusetts, Romaine Kathman contract purchaser, and Avonne Kathman his wife of Dickinson County, State of Iowa, in consideration of the sum of One Hundred Sixty-five and no/100 (\$165.00) - - - - - DOLLARS in hand paid by Iowa State Highway Commission, do hereby sell and convey unto the STATE OF IOWA, for road purposes and for use as a Public Highway, the following described premises situated in the County of Dickinson, State of Iowa, to-wit: