

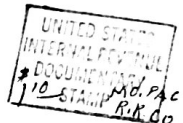
DEED RECORD

Quit Claim Deed No. 509 ## QUIT CLAIM DEED
 Missouri Pacific Railroad Company #
 to # THIS DEED, made and entered into by and between
 Otoe Concrete Products and Materials Co. #
 Filed for record May 3, 1961 at 1:45 # MISSOURI PACIFIC RAILROAD COMPANY, a Missouri cor-
 P.M., Book 108, page 178. Frances Webb # poration, herein called "GRANTOR", and OTOE CONCRETE
 Farson, Register of Deeds. Fee \$2.00 #

 PRODUCTS AND MATERIALS COMPANY, a Nebraska corporation, with principal office at Nebraska City,
 Nebraska, herein called "Grantee", WITNESSETH:

That the Grantor, for and in consideration of \$500.00 paid by Grantee to Grantor, receipt of which is hereby acknowledged, does by these presents Remise, Release and forever Quit Claim unto the Grantee, its successors and assigns, all of said Grantor's right, title and interest in and to the following described parcel or tract of land located in the City of Nebraska City, Otoe County, Nebraska, to-wit:

All that part of Lots 9 and 10 Block 47;
 Lots 4 and 5, Block 50; and Lots 6, 7, 8, 9 and 10,
 Block 51, designated upon recorded plat of South
 Nebraska City, now a part of Nebraska City, lying
 southeasterly of a line 50 feet southeastwardly
 from and parallel to the existing center line of
 main track of the Missouri Pacific Railroad Company.
 Also all of Lots 1, 2 and 3 of said Block 50.
 Containing 1.17 acres, more or less.



Grantor reserves all coal, oil gas and the minerals and mineral rights of whatever nature or description, kind or character, like or unlike, known or unknown, and whether occurring in solid, liquid, vaporous or other and different forms, in, on or under the land conveyed hereunder, together with the necessary rights of ingress and egress to explore, prospect for, produce, drill, save and remove any and all of the same; provided, however, that the exercise of such rights shall not interfere unreasonably with the use by the Grantee and Grantee's successors and assigns, of the surface of the lands hereby conveyed.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto Grantee and its successors and assigns forever, subject to reservation.

The Grantor certifies and warrants (a) that in the opinion of the Grantor the property herein described is not used or useful for railroad purposes, (b) that the value of all property sold, exchanged or otherwise disposed of by the Grantor pursuant to Section 7.06 of the Mortgages hereinafter mentioned, during that portion of the current calendar year ending with the date of this conveyance, including the value of the property herein described, is less than \$100,000, and (c) that pursuant to Section 7.06 of the Grantor's First Mortgage to The Boatmen's National Bank of St. Louis, Trustee, and of the Grantor's General (Income) Mortgage to Manufacturers Trust Company and Charles Herman, Trustees, each dated January 1, 1955, the

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property herein described is free and clear from the liens of said Mortgages.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized the 4 day of DEC , 1959.

ATTEST:

By H. J. Chatfield
 ASSISTANT Secretary



MISSOURI PACIFIC RAILROAD COMPANY

By H. M. Johnson
 Executive Vice President

STATE OF MISSOURI)
) SS
 CITY OF ST. LOUIS)

I, MARTIN E. BRUMMOND, the undersigned officer, a Notary Public duly qualified, commis-

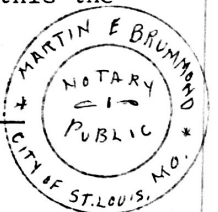
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sioned, sworn and acting in and for said City in said State, hereby certify, that on this 4 day of DEC , 1959:

Before me personally came the above named Executive Vice President of Missouri Pacific Railroad Company, who is personally known to me to be the identical person whose name is affixed to the above instrument as Executive Vice President of said corporation and acknowledged the instrument to be his voluntary act and deed of said corporation pursuant to authority of its Board of Directors; and before me personally came the above named ASSISTANT Secretary of said corporation and he stated that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office this the 4 day of DEC , 1959.

Martin E. Brummond
Notary Public.



My Commission expires: June 25, 1962.

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