

DEED RECORD No. 80

ings of Grantor shall be furnished and maintained by Grantor.

Grantor shall pay for said Electric service at regular established rates for similar rural electric service. All bills shall be payable monthly on or before the tenth day of each month.

If at any time Electric Company desires to remove or abandon and removes or abandons the aforesaid transmission line, then and in that event it shall be under no further obligation to furnish service hereunder and then and thereupon this contract and grant shall end and right-of-way herein granted revert forthwith to Grantor.

Electric Company shall at all times exercise all due care and diligence to avoid any unnecessary damage to crops, live stock and other property of Grantor; and Electric Company agrees to indemnify and save harmless Grantor from any and all damage and loss arising or occurring to any person or property by reason of the construction, operation and maintenance of said electric transmission line during the life of this easement.

This contract and deed of easement shall be binding upon the lessees, successors, assigns, heirs, executors and administrators of the parties hereto and each of them.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 2 day of August, 1940.

ATTEST:

Iowa-Nebraska
Light and Power
Company
Delaware

IOWA-NEBRASKA LIGHT & POWER COMPANY
a corporation,

O. R. Mallat
Assistant Secretary

By Geo A Lee
~~President & General Manager~~
Vice President
George W Lautenschlager
Faye Lautenschlager
Grantor

WITNESS:

Fred H. Stoll

E J Fikar.

STATE OF NEBRASKA)
SS
COUNTY OF SALINE)

On this 2 day of August 1940, before me, the undersigned, a Notary Public in and for said County of Saline, State of Nebraska, personally appeared George W. Lautenschlager and Faye Lautenschlager, husband and wife known to me to be the identical persons who signed the foregoing instrument as Grantor; and who acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and notarial seal the day and date first above written.

E. J. Fikar
Notary Public
Saline County,
Nebraska
Commission
Expires
Aug. 19th
1944

E J Fikar

Notary Public residing at
Swanton Neb.

My Commission expires on the 19th day of Aug., 1944.

c AGREEMENT
C. W. JOHNSON
WITH
GEORGE HABERMAN & WF.
FILED AUGUST 6-1940-Z A.M.

AGREEMENT
This agreement made and entered into by and between C.W. Johnson, a single man, party of the first part and George Haberman, and his wife, Fannie Haberman, parties of the second part, witnesseseth:

WHEREAS George Haberman is the owner of the North Half of Lot 217, except the west 43 feet thereof, in the Original Town, now City, of Friend, Nebraska; and C.W. Johnson is the owner of the South Half of Lot 217 in the Original Town, now City, of Friend, Nebraska; and

WHEREAS George Haberman proposes to build a new building on the North Half of said lot 217; that the center line of the south wall of the said building is to be on lot line between the properties of George Haberman and C.W. Johnson, that is half of the wall would be on George Habermans

DEED RECORD No. 80

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property and half the wall would be on C.W. Johnson's property; and that parties hereto intend to make a party wall out of said wall herein above mentioned.

It is therefore stipulated and agreed as follows: That C.W. Johnson shall lease and he hereby does lease unto George Haberman and to his heirs and assigns the North One Foot of the South Half of Lot 217 in the Original Town, now city, of Friend, Nebraska for a term of ninety nine (99) years for the purposes of erecting and constructing a wall thereon; That the said George Haberman contracts and agrees to sell to C.W. Johnson and his heirs and assigns an undivided one half (1/2) interest in the said wall for the sum of \$200.00 and the said C.W. Johnson and his heirs and assigns, upon the purchase of said interest in said wall, shall have the right to use the said wall as the north wall of the building to be erected on the South Half of Lot 217 in the Original Town, now City, of Friend, Nebraska, provided however that the said C. W. Johnson and his heirs and assigns shall not use, or interfere with, the wall in such a way as would directly or indirectly damage or injure the building on the North Half of lot 217 in the Original Town, now City, of Friend, Nebraska. Provided that if said wall is rebuilt in entirety from the ground then and in that event the one half interest shall be sold to C.W. Johnson or his heirs for \$ 250.00

This agreement to be binding upon the heirs, Administrators and assigns of all parties hereto. Dated this 3 day of August, 1940.

C W Johnson
Party of First Part

George Haberman

Fannie Haberman
Parties of Second party

State of Nebraska)
County of Saline) SS

On this 3 day of August, 1940 before me, the undersigned Joseph Ach a Notary Public duly commissioned and qualified for said County, personally came C.W. Johnson, a single man and George Haberman and his wife, Fannie Haberman, to me known to be the identical persons whose names are affixed to foregoing instrument as party of the first part and parties of the second part respectively and acknowledged the same to be their voluntary Act and Deed.

Joseph Ach
Notarial Seal
General
Fillmore County,
Nebraska
Commission
Expires
Jan. 20,
1944

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

Joseph Ach

Notary Public

My Commission expires Jan 20, 1944