

DEED BOOK

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Deed Record No. 333

Archer M. Bunting a Notary Public duly commissioned and qualified for and residing in said County, personally came Blanche E. Dillon, a widow, to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged the same to be her voluntary act and deed.

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

Archer M. Bunting Notary Public.

My commission expires the 12 day of August, 1945



Deed and Bill of Sale (C.D.)
Southeastern Nebraska Public Power District
To
Norris Rural Public Power District
Filed for Record
March 17, 1941 at 4:20 P.M.
J. G. Vaughan
Register of Deeds
By A. L. Kenney, Deputy
Fee \$2.75

L-229-DBS DEED AND BILL OF SALE
made by
SOUTHEASTERN NEBRASKA PUBLIC POWER DISTRICT
To
NORRIS RURAL PUBLIC POWER DISTRICT
Dated as of March 1, 1941
STATE OF NEBRASKA }
Lancaster County } SS:
No 404300 Filed in the Clerk's office of said
County, MAR 17 1941 at 4 o'clock and --- minutes P. M.
J. B. Morgan
County Clerk
----- Deputy
No.7

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DEED AND BILL OF SALE, made this first day of March, 1941, by SOUTHEASTERN NEBRASKA PUBLIC POWER DISTRICT (hereinafter called the "Grantor"), a public power district existing under the laws of the State of Nebraska, to NORRIS RURAL PUBLIC POWER DISTRICT (hereinafter called the "Grantee"), a public power district existing under the laws of the State of Nebraska.

WHEREAS, the Grantor has, by a certain agreement (hereinafter called the "Agreement"), dated as of February 1, 1941, made by and between the Grantor, the Grantee, Lancaster County Rural Public Power District, Thayer County Rural Public Power District, and United States of America, acting through the Administrator of the Rural Electrification Administration, agreed to convey, transfer, assign and set over unto the Grantee all the property and assets of the Grantor, wherever located, including, without limitation, its property and assets located in the Counties of Lancaster, Jefferson, Johnson, Pawnee and Saline, in the State of Nebraska; and

WHEREAS, all necessary acts, things and conditions prescribed by law and by the bylaws of the Grantor prerequisite to the execution and delivery of this Deed and Bill of Sale have been duly performed, done and complied with;

NOW, THEREFORE, THIS DEED AND BILL OF SALE WITNESSETH that the Grantor, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, has warranted, granted, bargained, sold, conveyed, assigned, transferred, delivered and set over and by these presents does warrant, grant, bargain, sell, convey, assign, transfer, deliver and set over unto the Grantee, its successors and assigns, all of the property of the Grantor of every nature and description whatsoever, whether real, personal or mixed, and wherever located, including, without limitation, all property and assets of the Grantor in the Counties of Lancaster, Jefferson, Johnson, Pawnee and Saline, in the State of Nebraska, and further including, also without limitation, all and singular, the following described property, together with all the rights, privileges, appurtenances and facilities to said property and assets in anywise appertaining or belonging, to wit:

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I

All the electric transmission, distribution and service lines, facilities, properties and equipment of the Grantor located in the Counties of Lancaster, Jefferson, Johnson, Pawnee and Saline, in the State of Nebraska, constructed or acquired or partially constructed by or on behalf of the Grantor, including, without limitation, the following described electric transmission, distribution and service lines and facilities in said Counties in said State:

- 1. A certain electric line commencing at a point located at or near the northwest corner of section 6, township 2 north, range 5 east, Gage County, Nebraska, and extending in a northerly direction on or along the east section line of sections 36 and 25 of township 3 north, range 4 east, Jefferson County, Nebraska, to a point located at or near the east quarter corner of said section 25;
- 2. A certain electric line commencing at a point located at or near the northeast corner of section 24, township 1 north, range 8 east, Gage County, Nebraska, and extending in a southerly direction on or along the west section line of section 19, township 1 north, range 9 east, Pawnee County, Nebraska, for a distance of approximately one mile;
- 3. A certain electric line commencing at a point located at or near the southeast corner of section 36, township 1 north, range 8 east, Gage County, Nebraska, and extending in a northerly direction on or along the west section line of section 31, township 1 north, range 9 east, Pawnee County, Nebraska, for a distance of approximately one-half mile;
- 4. A certain electric line commencing at a point located approximately one-quarter mile north of the southeast corner of section 12, township 5 north, range 8 east, Gage County, Nebraska, and extending in an easterly direction in section 7, township 5 north, range 9 east, Johnson County, Nebraska, for a distance of approximately one-quarter mile;
- 5. A certain electric line commencing at a point located at or near the northeast corner of section 2, township 6 north, range 8 east, Gage County, Nebraska, and extending in an easterly direction on or along the south section line of section 36, township 7 north, range 8 east, Lancaster County, Nebraska, for a distance of approximately one-half mile;
- 6. A certain electric line commencing at a point located at or near the north quarter corner of section 2, township 6 north, range 5 east, Gage County, Nebraska, and extending in a northerly direction in section 35, township 7 north, range 5 east, Lancaster County, Nebraska, for a distance of approximately one-half mile;
- 7. A certain electric line commencing at a point located at or near the northwest corner of section 7, township 6 north, range 5 east, Gage County, Nebraska, and extending in a northerly direction on or along the east section line of section 1, township 6 north, range 4 east, Saline County, Nebraska, for a distance of approximately three-quarters mile;

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8. A certain electric line commencing at a point located approximately one-quarter mile east of the northwest corner of section 6, township 4 north, range 5 east, Gage County, Nebraska, and extending in a westerly direction on or along the south section line of section 36, township 5 north, range 4 east, Saline County, Nebraska, for a distance of approximately one-half mile;

including all substations, service and connecting lines, poles, posts, cross arms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes, fixtures, appliances and other equipment which at the date hereof are incorporated in or attached or connected to or which were acquired for the purpose of incorporation in or attachment or connection to the electric lines hereinbefore mentioned, described or referred to as being included in this sale and conveyance, all of which shall be

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deemed to be a part thereof;

II

All right, title and interest of the Grantor in, to and under any and all agreements, grants, privileges, easements, rights of way and other interests in land granted to, held, leased, acquired, enjoyed, exercised or owned by the Grantor, giving or granting to or vesting in the Grantor the right, license or privilege to construct, operate or maintain upon land owned or held by others any part of the electric lines and property herein described as being included in this sale and conveyance;

III

All cash in hand and in bank, machinery, tools, stores, materials, supplies, switching and other equipment, trucks, automobiles, office furniture and supplies, plans and specifications, drawings, maps, books, canceled checks and customer lists of the Grantor, and also all accounts and records of the Grantor, used or useful in connection with the operation of the properties described as being included in this sale and conveyance;

IV

All right, title and interest of the Grantor in, to and under any and all licenses, franchises, privileges, ordinances or permits granted, issued or executed to the Grantor or to its assignors by United States of America, or by the State of Nebraska, or by any county, township, municipality, village, or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, operation or

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maintenance of the electric lines and property described as being included in this sale and conveyance, or any part thereof, in so far as the same may by law be granted, bargained, sold, conveyed, assigned, or transferred;

V

All right, title and interest of the Grantor in, to and under all agreements and contracts granting privileges for railroad, power, telephone or telegraph line crossings, or joint use of poles or rights of way, granted to or owned or held by the Grantor with respect to the electric lines and property herein described as being included in this sale and conveyance;

VI

All right, title and interest of the Grantor in, to and under any and all contracts to which the Grantor is a party, including, without limitation, all right, title and interest of the Grantor in, to and under any contract or contracts providing for the construction of electric transmission, distribution and service lines and facilities pursuant to the provisions of a certain loan contract, dated as of December 3, 1935, between the Grantor and United States of America, as amended by agreements between the Grantor and United States of America, dated, respectively, as of January 9, 1936, June 5, 1936 and May 28, 1937, and by a certain agreement, dated as of July 15, 1938, between the Grantor, United States of America and Reconstruction Finance Corporation; subject and subordinate, however, to two certain mortgages (hereinafter collectively called the "Mortgages"), dated, respectively, as of January 2, 1936 and January 2, 1941, both made by the Grantor to United States of America (the obligations of the Grantor under which Mortgages the Grantee, by the acceptance of this Deed and Bill of Sale, hereby assumes), to secure a certain Note, dated January 2, 1936, in the principal amount of \$440,000, payable to the order of United States of America, and heretofore executed by the Grantor and delivered to United States of America (which Note the Grantee, by the acceptance of this Deed and Bill of Sale, hereby assumes and agrees to pay).

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TO HAVE AND TO HOLD all said properties and assets, real, personal or mixed, tangible or intangible, together with all and singular the equipment, hereditaments and appurtenances of and to the same belonging or in anywise ap-

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pertaining, to the Grantee, its successors and assigns forever.

The Grantor, for itself and for its successors and assigns, covenants with the Grantee and the Grantee's successors and assigns in respect of all properties and assets included within this sale and conveyance as follows:

(a) that the Grantor is lawfully seized in fee and possessed of all said properties and assets; (b) that, subject to the limitation contained in subparagraph (e) of this paragraph, all said properties, assets and rights included within this sale and conveyance are free from and clear of all liens and encumbrances of each and every nature whatsoever, except the liens of the Mortgages and the lien of taxes, if any, not yet paid; (c) that the Grantor has good and lawful right to grant, bargain, sell, assign, transfer, deliver and set over unto the Grantee all said properties and assets; (d) that, except in respect of easements and rights of way along and over private property, the Grantor and its successors and assigns will forever warrant and defend said properties and assets and the titles thereto against the lawful claims and demands of all persons whomsoever; and (e) that in respect of said easements and rights of way along and over private property, the Grantor and its successors and assigns will forever warrant and defend said easements and rights of way and the titles thereto against the lawful claims and demands of all persons claiming by, through or under the Grantor.

The Grantor agrees to make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered all such further instruments and conveyances and to take or cause to be taken, all such further action as may be reasonably requested by the Grantee to effectuate the intention of these presents.

This Deed and Bill of Sale may be simultaneously executed in any number of counterparts, and all of said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Grantor has caused this Deed and Bill of Sale to be signed in its name by its President, Secretary and Treasurer, thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by

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its Secretary, also thereunto duly authorized, as of the day and year first above written.

(Seal)
Attest:
J. Ed C. Fisher
Secretary



SOUTHEASTERN NEBRASKA PUBLIC POWER DISTRICT
by J. C. Dell President
J. Ed C. Fisher Secretary
Paul D. Marvin Treasurer

Executed by the Grantor
in the presence of:

Chas L. Brewster
D. R. Ellermeier
Witnesses

STATE OF NEBRASKA }
COUNTY OF Gage } SS.

I, Chas L. Brewster, a Notary Public, within and for said
County in the State aforesaid do hereby certify that J. C.

Dell, J. Ed C. Fisher and Paul D. Marvin, personally known to me to be the President, Secretary and Treasurer, respectively, of Southeastern Nebraska Public Power District (hereinafter called the "District"), a public power district of the State of Nebraska, and to me known to be the identical persons whose names are subscribed to the foregoing instrument, appeared before me

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this day in person and severally acknowledged that as such President, Secretary and Treasurer they signed, executed, sealed and delivered the foregoing instrument and caused the corporate seal of the District to be affixed thereto pursuant to authority given by the Board of Directors of the District as their free and voluntary act and deed and as the free and voluntary act and deed of the District for the uses and purposes therein set forth.



In testimony whereof I have hereunto set my hand and affixed my notarial seal at Beatrice, Nebraska, this first day of March, A. D., 1941.

Chas L. Brewster
Notary Public

(Notarial Seal)

My commission expires 5 - 8 - 44

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Cemetery Deed
The Lincoln Memorial Park
Cemetery Association
To
John I. Madden and wife
Filed for Record
March 18, 1941 at 1:30 P.M.
J. G. Vaughan
Register of Deeds
Fee \$1.20

E.D.

CEMETERY DEED

KNOW ALL MEN BY THESE PRESENTS:

That THE LINCOLN MEMORIAL PARK CEMETERY ASSOCIATION, a corporation organized and existing under and by virtue of the laws of the State of Nebraska, for and in consideration of the sum of THREE HUNDRED AND NO/100 DOLLARS, in hand paid, does hereby GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto John I. Madden and Gladys M. Madden, husband and wife, as joint ~~of the~~ County--of tenants, with full rights of survivorship, of the County of Lancaster, of the State of Nebraska, and under the

provisions and conditions hereinafter set forth, the following described real estate situated in Lancaster County, Nebraska, to-wit: Lot Two Hundred Seventy Seven in Section B.

Lot 277, in Section B of THE LINCOLN MEMORIAL PARK CEMETERY, according to the plat of said cemetery, recorded and on file in the office of the Register of Deeds of Lancaster County, Nebraska.

The intention being to convey said real estate to the above named grantees as joint tenants and not as tenants in common, with full rights of survivorship, so that in the event of the death of either of said grantees, the fee title shall vest absolutely in the survivor thereof.

The above conveyance is made for burial purposes of the human dead, except those of African descent, only, and is made subject to rules and regulations of THE LINCOLN MEMORIAL PARK CEMETERY ASSOCIATION, as the same are now in force, or as they may be hereafter amended and added to by the Board of Directors of the grantor herein, and the grantee herein in accepting this conveyance binds ^{themselves} ~~self~~, heirs and assigns to comply with and abide by such rules and regulations.

IN CONSIDERATION of the payment of the full purchase price of the above described lot, THE LINCOLN MEMORIAL PARK CEMETERY ASSOCIATION agrees to set apart, as a trust fund in the First Trust Company of Lincoln, Nebraska, a sum equal to ten percent of the purchase price of the above lot, the income of which shall be used for the perpetual care of said Cemetery.

TO HAVE AND TO HOLD said premises unto the said grantee, heirs and assigns forever, subject, however, to the conditions and limitations above mentioned and referred to, and subject to which the said THE LINCOLN MEMORIAL PARK CEMETERY ASSOCIATION hereby covenants that it will forever warrant and defend the title to said premises unto said grantee, heirs and assigns.

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