

MISCELLANEOUS RECORD NO. 21

AA1114

Affidavit
Emil Rohlff
To
The Public
Filed for Record
May 9, 1941 at 10:20 A.M.
J. G. Vaughan
Register of Deeds
Fee 90¢

STATE OF NEBRASKA }
LANCASTER COUNTY } SS. AFFIDAVIT.

Emil Rohlff of lawful age being first duly sworn on oath deposes and says that he is a resident of Lincoln, Lancaster County, Nebraska, and has been such a resident for 29 years; that he is well and personally acquainted with Mary Riley, who was the wife of Martin Riley and who, with her husband, made, executed and acknowledged a warranty deed dated October 3, 1906 and recorded October 6, 1906 in Book 138 at page 23 of the records of Register of Deeds of Lancaster County, Nebraska, conveying the following described real estate, to-wit:

The SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 29, Town 10, North, Range 7 East 6th P.M. in Lancaster County, Nebraska, containing 10 acres more or less, except a strip of land 2 rods wide off the south and east sides of said tract which said strip is reserved for roads.

Affiant further says that on the date said deed was made and executed the true name of the wife of Martin Riley was Mary Riley and that the name Mies-Merly Riley which apparently was signed to said deed was in fact Mary Riley, wife of Martin Riley, and that the said Mary Riley and Mies Merly Riley are one and the same person notwithstanding the discrepancy in names.

Emil Rohlff



Subscribed and sworn to before me this 9 day of May, 1941.

A. L. Johnson
Notary Public.

My commission expires: 3-10-45

Water Service Agreement)
Harold B. Conant and wife)
To)
City of Lincoln, Nebraska)
Filed for Record)
May 9, 1941 at 3:40 P.M.)
J. G. Vaughan)
Register of Deeds)
By A. L. Kenney, Deputy)
Fee \$1.25)

WATER SERVICE AGREEMENT 6500 O St.

KNOW ALL MEN BY THESE PRESENTS: That Harold B. Conant and Helen R. Conant, husband and wife, of Lancaster County, Nebraska, hereinafter called "Applicants", having heretofore made application to the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City", for water service to be furnished from its system of water works to the following described premises, to-wit:

Lot 89, Irregular Tracts in the Southeast Quarter of Section 21, Township Ten North, Range 7 East of the Sixth P.M., Lancaster County, Nebraska

hereby represent that they are the owners of the above described premises, and in consideration of the furnishing of such water service to the above described premises by the City, Applicants covenant with the City as follows:

1. Applicants hereby agree that the water furnished hereunder shall be used only for the purpose of supplying said above described premises, and that no other connections or taps shall be connected therewith.
2. Taps and connections shall be made for the Applicants, only in the manner set forth in the ordinances of the City for making taps and connections to premises located within the city limits; and Applicants shall construct and maintain a meter pit in the manner, of such material and at the location designated by the Water Department of the City, and shall install therein a water meter of the type now in use by the consumers of the City.

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68

MISCELLANEOUS RECORD NO. 21

3. Applicants further agree that all the laws, ordinances and rules of the City, including the provisions of the Water and Plumbing Ordinances of the City, shall govern in all respects said water service, including all connections, pipes, plumbing and appliances connected with said water service, the same as if said premises were located within the city limits, and further that they will abide by and conform to all such rules, ordinances and laws.

4. Applicants further specifically agree that before any connections are made to the City's water system, all plumbing on the above described premises shall be installed strictly in accordance with the ordinances of the City relating to the installation and maintenance of plumbing within the limits of the City, including the inspection thereof, procuring permits therefor, and payment of all required fees, the same as if said premises were located within the city limits. Applicants further agree that said plumbing shall be maintained and used strictly in accordance with the ordinances of the City pertaining thereto.

5. Applicants grant to the City, and to its agents, including the officers and employees of its Water Department and Plumbing Inspectors, the right and authority to enter the above described premises for the purpose of inspecting all pipes, connections, plumbing and all other appliances connected with said water service.

6. Applicants further covenant that the City may cancel this agreement at any time by giving Applicants, their agents, lessees, heirs, executors, administrators, grantees, or assigns, thirty (30) days' notice thereof, and that this agreement may be cancelled on the margin of the records in the Register of Deeds Office of Lancaster County, Nebraska, where this agreement is recorded.

7. Applicants further agree to pay all charges, penalties, rents, meter charges, service charges, and charges for water furnished hereunder, at the rate fixed from time to time by the ordinances of the City, and rules and regulations of the Water Department of the City.

8. Applicants hereby grant and give to the City a lien upon the above described premises for all water rent, meter charges, penalties and all other just and reasonable charges growing out of said water service, and specifically grant the right to the City to foreclose any such lien in the manner of the foreclosure of real estate mortgages under the laws of the State of Nebraska, including the right to sell said property to satisfy said lien and the costs of foreclosure.

9. Applicants hereby agree and consent to the covenants herein contained, and further covenant that this agreement is specifically made with reference to the hereinbefore described real estate, and that said covenants shall attach to and run with the above described real estate and shall be binding upon said Applicants, their agents, lessees, heirs, executors, administrators, successors, grantees, and assigns.

IN WITNESS WHEREOF, Applicants have hereunto set their hands this 8 day of May, 1941.

IN THE PRESENCE OF:

Helen M. Stein

Harold B. Conant

Helen R. Conant

OK
Helen M. Stein
for C. G. Miles City Atty.

APPROVED
D. L. Erickson
Director of Department of Parks,
Public Property and Improvements

STATE OF NEBRASKA, }
LANCASTER COUNTY. } ss.

On this 9 day of May, 1941, before the undersigned, Helen M. Stein, a Notary Public, duly commissioned and qualified for and residing in said County personally came Harold B. Conant and Helen R. Conant husband and wife to me known to be the identical persons who signed and executed the foregoing instrument and acknowledged the same to be their voluntary act and deed for the purpose therein expressed.

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MISCELLANEOUS RECORD NO. 21



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

Helen M. Stein
Notary Public.

My Commission expires, September 14, 1945.

Lis Pendens
The Federal Land Bank
of Omaha
vs
Peter Hornby et al
Filed for Record
May 10, 1941 at 9:20 A.M.
J. G. Vaughan
Register of Deeds
Fee 50¢

E.L.

#2378 (11-39)

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THE FEDERAL LAND BANK OF OMAHA,
a Corporation,
Plaintiff,

-vs-

PETER HORNEY, a single person; PETER
H. HORNEY, (also known as P. H. Hornby)
and ----- Hornby, first and real and
true name unknown; husband and wife; and JOHN DOE and MARY DOE, real
and true names unknown; and FEDERAL FARM MORTGAGE CORPORATION, a cor-
poration; and LAND BANK COMMISSIONER,
Defendants.

LIS PENDENS

NOTICE IS HEREBY GIVEN, that there is an action pending between the above named plain-
tiff and the above named defendants, the object and purpose of which is to foreclose a cer-
tain mortgage dated June 26, 1934 given by Peter Hornby

#2378 (11-39)

to THE FEDERAL LAND BANK OF OMAHA, a Corporation, which mortgage was filed for record in the
office of the Register of Deeds or County Clerk of Lancaster County, Nebraska, on the 5th
day of July, 1934 and said mortgage appears on record in Book 371, Page 415, of the records
in the office of the Register of Deeds or County Clerk of Lancaster County, Nebraska; that
the land described in plaintiff's mortgage, which is to be foreclosed, is situated in Lan-
caster County, Nebraska, and is more particularly described as follows:

South Half of the Southwest Quarter, of Section 5, in Township 9,
North of Range 8, East of the 6th Principal Meridian, containing
80 acres, more or less, according to the Government Survey.

Dated this 10th day of May, 1941.

THE FEDERAL LAND BANK OF OMAHA,
a Corporation,
Plaintiff,

By Hall, Cline & Williams and Flavel A. Wright
Its Attorney-

Lis Pendens
Federal Farm Mortgage
Corporation
vs
Peter Hornby, et al
Filed for Record
May 10, 1941 at 9:25 A.M.
J. G. Vaughan
Register of Deeds
Fee 50¢

E.L.

#2378 (A) (11-39)

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

FEDERAL FARM MORTGAGE CORPORATION,
a Corporation,
Plaintiff,

-vs-

PETER HORNEY, a single person; PETER H.
HORNEY, (also known as P. H. Hornby), and
----- HORNEY, first and real and true name
unknown; husband and wife; and JOHN DOE and MARY DOE, real and true names
unknown,
Defendants.)

LIS PENDENS

NOTICE IS HEREBY GIVEN, that there is an action pending between the above named

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