

East of the 6th P.M. in Dodge County, Nebraska.  
That the assignment appears of record in Book "D" page 580 of the records of said office.  
Affiant further says that at the time of the execution of said mortgage, and at the time of the assignment thereof, he and the said M.W. Kennard and Joseph B. Iler constituted the only members of the partnership firm of Iler & Co. and as such members duly assigned all their right, title and interest in and to said mortgage.

Subscribed in my presence and sworn to before me this 19th day of February 1915.  
(J.B. McKitrick Notarial seal ) Peter E. Iler  
(Commission expires 8/2/1918 ) J.B. McKitrick  
( Douglas County, Nebraska. ) Notary Public

Right of Way Lease ✓

Union Pacific Railroad Co. ( To  
Henry J. Lee ( Filed for record the 24th day of February 1915 at 8,35 o'clock  
A.M. Fred Klaes, Register of Deeds.  
Form 5386-A. Div No. Audit No. C.E. No. 21439 L.C. No. 8526.

Right of Way Lease.

Union Pacific Railroad Company hereby leases to Henry J. Lee (an abutting land owner) of Fremont Dodge County Nebraska for a period of twenty years from the date hereof (unless sooner terminated in accordance with the terms hereof), a portion of its 400 foot right of way in Dodge County Nebraska to be used for agricultural purposes only, described as follows;

A strip of land in the north east quarter of the north east quarter (NE 1/4 of NE 1/2) of Section Thirty Six (36) in Township Seventeen (17) North of Range Eight (8) East, being all that part of said north east quarter of the north east quarter lying north of a line fifty (50) feet north of the center of the eastbound or south main track of the Union Pacific Railroad measured at right angles thereto, as said track is constructed through, over and across said north east quarter of the north east quarter. Also an other strip of land one hundred fifty (150) feet in width being all that part of said north east quarter of the north east quarter (NE 1/4 of NE 1/2) which is included between lines parallel with and distant respectively fifty (50) and two hundred (200) feet on the southerly side from the center line of the eastbound or south main track of said railroad, measured at right angles thereto, as constructed through, over and across said northeast quarter of the north east quarter.

The leasehold estate hereby granted shall run with the title to the abutting land situated in Dodge County Nebraska and described as follows: North east quarter of north east quarter (NE 1/4 of NE 1/4) of Section No. Thirty Six (36) in Township No. Seventeen (17) North of Range No. Eight (8) East of the 6th P.M. Should the title of this leasehold at any time during its life become severed from the title to the abutting land, then this lease shall become ipso facto null and void. Any sale or conveyance of such abutting land shall carry with it said leasehold estate and the purchaser or grantee shall become bound by the terms hereof as fully as the original Lessee. The Lessee is also to notify the Lessor of any transfer of the title of the abutting property owned by him. As a consideration for this lease the Lessee is to pay in advance to the Lessor One Dollar per annum, to pay all taxes and assessments levied upon the leased premises during the continuance of this lease, not including taxes or assessments levied against the leased premises as a component part of the railroad property of Lessor in the state as a whole. To keep the leased premises free from combustible material, to plant no trees or shrubbery and to erect no structures thereon, to put nothing on the leased premises which might obstruct or interfere with the view. Lessor reserves the right to take temporary or permanent possession of all or any portion of the leased premises whenever their use may become necessary or expedient, in the judgment of the Lessor, for railroad purposes, including the location of public or private warehouses, elevators or other industries with the design to facilitate and promote traffic.

This lease is subject to all outstanding superior rights including those in favor of telegraph and telephone companies and for public highway purposes. If by reason of a line change, or otherwise the title of the Lessor shall cease before the expiration of the term above provided or if the leasing of the above described premises is held to be, or should become inconsistent with the law of the land, this lease shall thereupon terminate. The Lessee shall have the right to cancel this lease at any time upon 30 days written notice.

This lease is to become null and void upon the failure of Lessee to keep any of the conditions hereof and is not to be assigned without the written consent of the Lessor. The Lessee will

Surrender peaceable possession of said premises at the expiration of this lease.  
It is understood that all covenants and agreements herein recited are made by the parties here  
to for, and shall be binding upon, themselves and their heirs, executors, administrators, successors  
and assigns. Dated this 11th day of January 1915.

Witness -- Union Pacific Railroad Company  
By A.L. Mohler, its President  
T.M. Orr  
The foregoing lease is accepted upon the terms therein stated upon this 14th day of January  
1915  
Witness J.H. Williams  
State of Nebraska, County of Douglas, ( ss.

On this 16th day of February A.D. 1915 before me a  
notary public in and for said county appeared Union Pacific Railroad Company by A.L. Mohler its  
President who is personally known to me to be the identical person whose name is subscribed to  
the foregoing instrument as said President and then and there acknowledged the execution of  
said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company  
In witness whereof I have hereunto set my hand and official seal at Omaha Neb this 16th day of  
February A.D. 1915. My Commission expires June 27, 1918  
(C.B. Matthai, Notarial seal ) C.B. Matthai, Notary Public  
(Commission expires June 27, 1918 )  
( Douglas County, Nebraska. )

State of Nebraska, County of Dodge, ( ss  
On this 14th day of January A.D. 1915 before me a notary  
public in and for said county personally appeared the above named Henry J. Lee who is personal  
ly known to me to be the identical person whose name is subscribed to the foregoing instrument  
as Lessee, and then and there acknowledged the execution of said instrument to be his voluntary  
act and deed. In Witness Whereof I have hereunto set my hand and official seal at this  
14th day of Jan 1915. My Commission expires July 29th, 1915  
(J.H. Williams Notarial seal ) J.H. Williams,  
( Dodge County, Nebraska. ) Notary Public

Affidavit

Mabel C. Cusack ( To  
Whom it may concern ( FILED for record the 24th day of February 1915 at 5,00 o'clock P.M.  
Fred Klaes, Register of Deeds.  
Affidavit of Identity-Loan to Cornelius L. Kelly.  
County of Dodge, State of Nebraska, ( ss

Mabel C. Cusack being first duly sworn on oath says, that  
she is well acquainted with Cornelius L. Kelly who on or about August 8, 1901 acquired title to  
the NW 1/4 of the SW 1/4 of Sec. 5 Twp 18 Range 5 East Dodge County Nebraska from Mary Chaplin and  
husband under the name is Cornelius Kelly, and who afterwards Dec 7, 1909 mortgaged said land to  
The Prudential Insurance Company of America under the name of Cornelius L. Kelly and does know  
that the said Cornelius L. Kelly and the said Cornelius Kelly are one and the same person,  
notwithstanding the discrepancy in names.

Subscribed and sworn to before me a notary public this 16th day of March 1910.  
(Roy J. Cusack, Notarial seal ) Mabel C. Cusack  
(Commission expires Mar. 13, 1911 ) Roy J. Cusack  
( Dodge County, Nebraska. ) Notary Public

Henry Schwab  
To  
Whom it may concern

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Whom it may concern  
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Whom it may concern

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