

## DEED RECORD No. 352.

And the said first parties covenant with the said second party, its successors and assigns, that said first parties are well seized in fee of the lands and premises aforesaid, that the same are free from encumbrance, and the first parties will forever warrant and defend the second party in the quiet enjoyment and peaceable possession of said premises against all persons lawfully claiming or to claim the whole or any part thereof. In consideration aforesaid the said first parties their heirs and assigns waive all claim to the construction by said Drainage District of any bridge and hereby release all damages and claims thereto on account of and by reason of the occupancy and use of said land.

Dated this 2d. day of September 1910.

## IN PRESENCE OF

Louis Lesieur

Christ Biel

John Biel

Catharina Biel

STATE OF NEBRASKA, }  
SARPY COUNTY. }

SS. On this ° day of ° 1910, before me, personally appeared Christ Biel and Catharina Biel, his wife, known to me to be the identical persons who executed the foregoing deed and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and official seal the date last aforesaid.

Louis Lesieur,  
Notary Public.

My commission expires Feb. 1, 1910.

#27.

THE STATE OF NEBRASKA )  
DOUGLAS COUNTY, )

Entered on Numerical Index and filed for Record  
in the Register of Deeds Office of said County, the  
24th. day of June 1911 at 3:01 o'clock A. M.,

Frank W. Bandle,  
Register of Deeds.

Compared by T. & T.

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## 3. DRAINAGE RIGHT-OF WAY DEED. }

George W. Mosher and wife, }

To }

Papillion Drainage District. }

DRAINAGE RIGHT-OF-WAY DEED.

KNOW ALL MEN BY THESE PRESENTS: That we, George W. Mosher and ° Mosher, husband and wife, of the county of Douglas and state of Nebraska, first parties, for and in consideration of the sum of Fifty and No/100 Dollars,

to us in hand paid by PAPILLION DRAINAGE DISTRICT, second party, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said second party, its successors or assigns, all that certain tract, piece or parcel of land situate, lying and being in the county of Douglas and State of Nebraska, and described as follows, to-wit:

A strip or piece of land 175 feet wide, being  $87\frac{1}{2}$  feet wide on each side of the center line of the cut-off ditch, drainage ditch, or levee, each or all as the case may be, as the same is now surveyed and located by second party, and extending across from the west side to the south side of the north half of northwest quarter of southeast quarter of section twelve in township fourteen range twelve, containing five tenths acre, together with any and all desired access thereto by said Drainage District, its agents, contractors, representatives and employees across other portions of said land of first parties.



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Said land is to be used perpetually according to the present or future plans of said Drainage District, its successors and assigns for drainage purposes.

TO HAVE AND TO HOLD the same together with all the appurtenances thereto belonging, to the said second party, its successors and assigns for Drainage District purposes as aforesaid, forever.

And the said first parties covenant with the said second party, its successors and assigns, that said first parties are well seized in fee of the lands and premises aforesaid, that the same are free from encumbrance, and the first parties will forever warrant and defend the second party in the quiet enjoyment and peaceable possession of said premises against all persons lawfully claiming or to claim the whole or any part thereof. In consideration aforesaid the said first parties their heirs and assigns waive all claim to the construction by said Drainage District of any bridge and hereby release all damages and claims thereto on account of and by reason of the occupancy and use of said land.

Dated this --- day of --- 1910.

IN PRESENCE OF

M. P. Beeman

George W. Mosher

Emma Mosher

STATE OF NEBRASKA, )  
DOUGLAS COUNTY. )

SS.

On this 26 day of Aug. 1910, before me, personally appeared George W. Mosher and Emme Mosher, known to me to be the identical persons who executed the foregoing deed and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and official seal the date last aforesaid.

Harry H. Lapidus,  
Notary Public.

My commission expires July 22-1916.

#10.

*Popple Drainage District  
Seal  
of William H. Mosher*



THE STATE OF NEBRASKA, )  
DOUGLAS COUNTY )

Entered on Numerical Index and filed for Record  
in the Register of Deeds Office of said County, the  
24th. day of June 1911 at 8:01 o'clock A. M.,

Frank W. Bandle,

Register of Deeds.

Compared by  
T. & T.

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15. WARRANTY DEED. )

ED. JOHNSTON AND WIFE, )

TO )

NELSON S. MERCER. )

WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS, That we, Ed Johnston and Emma C. Johnston (husband and wife) in consideration of One Dollars, in hand paid, do hereby grant, bargain, sell, convey and confirm unto Nelson S. Mercer the following described real estate, situate in

the County of Douglas and State of Nebraska, to-wit:

The undivided seventy-seven and one-half per cent ( $77\frac{1}{2}\%$ ) of the East one hundred (100) feet of Lot Six (6) of Block Seventy-eight (78) in the City of South Omaha, Nebraska, as surveyed, platted and recorded, also the West ninety-six (96) feet of Lot Twenty-one (21) and the West ninety-six (96) feet of the North thirty-eight (38) feet of Lot twenty-two (22) Himebaugh