

MISCELLANEOUS RECORD No. 12

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THE PAVILLION TIMES, PAVILLION, N. D. AREA, TOWNERS-A

ADA B. HYSHAM :
 TO : Filed August 3, 1943 at 8:30 o'clock A. M.
 COUNTY OF SARPY :
 Easement \$1.15 Pd. : Bess Deter
 EASEMENT County Clerk

KNOW ALL MEN BY THESE PRESENTS: That ADA B. HYSHAM, widow, owner of the following described real estate in Sarpy County, Nebraska, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-four (34), Township Fourteen (14), Range Thirteen (13),

in consideration of the sum of \$1.00 and other valuable consideration in hand paid, receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the County of Sarpy, State of Nebraska, the grantee herein, the perpetual right, easement and privilege to construct and maintain a ditch or a dyke, or both, for drainage purposes to a portion of land of the above described property, more particularly described as follows:

Commencing at a point 114.5 feet east of the Section line on line with the South Right-of-way fence of the Union Pacific Railroad, thence South 50°40' East 747.0 feet, thence South 40°20' East 212.0 feet to the centerline of Mud Creek, thence North 0°0' 62 feet, thence North 40°20' West 171 feet, thence North 50°40' West 598 feet; thence west on said right-of-way line 63 feet to place of beginning, containing 0.79 acres, more or less, Sarpy County, Nebraska

The grantor agrees that the grantee shall be entitled to the exclusive use of the land herein above described for the purpose aforesaid, and the grantor further gives and grants unto the grantee as part of the consideration hereof, the right of ingress and egress to and from the land above described, across the premises of grantor, surrounding said land, for purposes of access thereto, either on foot or by means of drag lines, or any other vehicle.

The above payment is in full payment, settlement and satisfaction of all detriment, injuries and damages of whatsoever nature and character, to the land, crops, fences and improvements growing out of or incident to or in connection with the construction and maintenance of said drainage ditch and/or dykes.

Dated this 16th day of June, 1943. Ada B. Hysam

STATE OF IOWA)
 COUNTY OF MONTGOMERY) ss.

Subscribed and sworn to before me this 16th day of June, 1943.

Eva Meyer, Notary Public

 EVA MEYER NOTARIAL SEAL IOWA *

HARLAND W. TRUMBLE & WF. :
 TO : Filed August 9, 1943 at 9:15 o'clock A. M.
 FRED OHRT :
 Purchase Agreement \$1.40 Pd. : Bess Deter
 PURCHASE AGREEMENT County Clerk

June 11, 1943

To Fred Ohrt, Bennington, Nebraska

I, the undersigned, hereby agree to purchase the property hereinafter described, to-wit:
 (NW $\frac{1}{4}$) Northwest quarter of Section four (4), Township thirteen (13), and the Southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and the Southwest quarter of the southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section thirty three (33), Township Fourteen (14) all in Range Twelve (12), Sarpy county, Nebraska, Subject to an easement as recorded at Book 3, page 196

subject, however, and on condition that the owner hereof has a good and valid title, in fee simple and agrees to furnish abstract of title down to date of sale and convey said premises by warranty deed, land contract for deed.

I agree to pay for same, (\$25,500.00) Twenty-five thousand, five hundred ($\frac{5}{100}$) Dollars, on the following terms, to-wit:

\$8500.00 cash

\$19,000.00 on or before March 1, 1944, by assuming the balance due on the principal of the Federal Land Bank and Land Bank Commissioner loans on March 1, 1944; and balance to be paid in cash.

Seller agrees to pay interest on loans to March 1, 1944, and to pay the 1942 taxes assessed against the property.

All portable buildings to remain on farm.