

# MISC. BOO

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## MISCELLANEOUS RECORD NO. 17

is familiar with real estate titles in said County, and particularly that herein mentioned.

That he was acquainted with one Daniel Low, one of the patentees in patent recorded in Book D Page 402 of the records of said County, and who conveyed the same property by deed recorded in Book A Page 205 of said records as Daniel Low, but signed and acknowledged same as Dan Low, and that said names Daniel Low and Dan Low represent the same and identical person, despite the discrepancy.

That he was acquainted with W T Donovan, one of the grantees in said deed recorded in Book A Page 205 above mentioned; and who, as William T Donovan was one of the dedicators of of the plat of Fairmont recorded in Book E Page 117; Book L Page 222 and Book I Page 94; and who as William T Donovan with his wife, made the conveyance recorded in Book E Page 635, but signing and acknowledging same as Wm T Donovan; and that said names W T Donovan, William T Donovan, William T Donavan and Wm T Donavan represent the same and identical person, despite the discrepancy.

Henry F Peters

Subscribed and sworn to before me this 10th day of March 1938.

A. C. Schubert  
Notary Public.



My commission expires  
April 19th, 1939

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Agreement  
American Savings & Loan Association  
With  
R. A. Locke  
Filed for Record  
March 12, 1938 at 11:55 A.M.  
J. G. Vaughan  
Register of Deeds  
By A. L. Kenney, Deputy  
Fee \$1.25

*e. f.*

March 11, 1938

### AGREEMENT

Referring to contract entered into, between the American Savings And Loan Association of Lincoln, Nebraska and R. A. Locke, dated February 21, 1934 and filed of record February 24, 1934 in Book 12, page 181 of the records of Lancaster County.

Said contract covering certain covenants and conditions, in regard to Lots 1 to 12 inclusive, Block 12, Capitol Hill.

Referring to paragraph two of said contract, it is hereby mutually agreed that the parties hereto agree that in regard to said lots, that the parts of two buildings may extend on to one

lot, if each of said buildings is located upon a tract not less than the width of any one lot as shown in the plat, also, the parties hereto agree as to their respective lots, that a building can be built on parts of two lots aggregating more than one lot. All other covenants and conditions to remain the same as in the original agreement.



American Savings & Loan Association

By W. A. Selleck President

R. A. Locke

STATE OF NEBRASKA )  
LANCASTER COUNTY ) SS

On this 11th day of March, 1938 before me, the undersigned, a Notary Public in and for said County personally came W. A. Selleck, President of the American Savings and Loan Association to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said American Savings and Loan Association, and that the Corporate seal of said American Savings and Loan Association was thereto affixed by its authority.

MISCELLANEOUS RECORD NO. 17



Witness my hand and Notarial seal at Lincoln, Nebraska in said County, the day and year last above written.

Helen Dudgeon  
Notary Public.

STATE OF NEBRASKA )  
LANCASTER COUNTY )SS.

On this 12 day of March, 1938 before me a Notary Public in and for said County, personally came R. A. Locke, who is personally known to me to be the identical person whose name is affixed to the above instrument, and acknowledged said instrument to be his voluntary act and deed.



Witness my hand and Notarial Seal the date last aforesaid.

Betty Thorsen  
Notary Public

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Affidavit

P. J. Bentz  
To  
The Public  
Filed for Record  
March 14, 1938 at 1:10 P.M.  
J. C. Vaughan  
Register of Deeds  
Fee \$1.00

*P. J.*  
STATE OF NEBRASKA )  
LANCASTER COUNTY )SS

AFFIDAVIT

I, P. J. Bentz, being of lawful age and

being duly sworn on my oath depose and say as follows, to-wit:

1. That I am a resident of the city of Lincoln, Nebraska, engaged in the practice of dentistry, and am a son of Andrew G. Bentz, who was named as payee in a certain note and mortgage executed and delivered by Ira F. Taylor to Andrew G. Bentz under date of April 6, 1923, and which mortgage appears of record in the office of the Register of Deeds of Lancaster County, Nebraska on Page 64 of Book 271 of Mortgages filed therein. That said note was by its terms due and payable in seven (7) years from date thereof and was in the amount of Five Thousand Dollars (\$5,000.00).
2. That the said Andrew G. Bentz departed this life on or about the 8th day of December, 1924, a resident of Saunders County, Nebraska and possessed of said note. That thereafter Allen L. Bentz, my brother, in a proceeding to probate the will of said Andrew G. Bents, filed in the County Court of Saunders County, Nebraska, was appointed executor of said will, and pursuant to an order of said court entered therein on or about the 27th day of December, 1928 duly assigned said note and mortgage to himself as a part of the settlement and distribution of said estate. That the said Allen L. Bentz duly distributed said estate pursuant in all respects to the order of distribution of said court entered therein, and executed and delivered by himself as executor to himself as an individual an assignment of said note and mortgage together with said note and mortgage and thereby came into possession of and title to the same in his individual capacity.
3. That through accident and inadvertence said assignment was never filed in the office of the Register of Deeds of Lancaster County, Nebraska, and became and is lost and cannot be found. That thereafter, and on or about the 7th day of January, 1935 the said Allen L. Bentz died intestate, a resident of Saunders County, Nebraska, then holding title to and possession of said note. That thereafter Bertha Bentz, in a proceeding instituted in said county court, was duly appointed administratrix of the estate of the said Allen L. Bentz and collected the balance due upon said note. That said note has been paid in full by Ira F. Taylor, the maker thereof, to the said Andrew G. Bents, Allen L. Bentz and Bertha Bentz, the legal and beneficial holders thereof at the time said payments were made, and said note, the same being fully paid, and the mortgage securing the same were delivered to the said Ira F. Taylor, maker P. J. Bentz.

*March 17, 1938 part of Vol 181 Book 64 Register*