

Agreement

MISCELLANEOUS RECORD No. 7.

O B A W. J A M E S :
and :
F A N N I E H E N D E R S O N :
Agree't \$1.00 pd. :

Filed May 21, 1930, 5 o'clock P.M.

Geo. E. Shaw
County Clerk. *By Geo. E. Shaw Deputy*

AGREEMENT.

It is hereby agreed by and between Orba W. James, party of the first part and Fannie Henderson, party of the second part, that the said Orba W. James shall have a right to pass over a private lane through the farm of the said Fannie Henderson for a period of one year upon payment of a rental of five dollars (\$5.00) for the year.

The above designated period of one year to commence on the 1st day of May 1930 and terminate on the 20th day of May 1931 unless renewed by a further payment of five dollars (\$5.00) for an additional year.

This privilege of passage over the said private land shall extend and be exercised only by the said Orba W. James and his immediate family.

William P. Nolan, Atty.

Orba W. James.

Fannie Henderson

SECURITY REALTY Company
to :
JOSEPH F. MURPHY :
Easement \$1.25 pd. :

Filed May 23, 1930, 4 o'clock P. M.

Geo. E. Shaw
County Clerk. *By Geo. E. Shaw Deputy*

EASEMENT.

THIS INSTRUMENT, made in Duplicate and entered into this 19th day of November, 1928 by and between Security Realty Company, a corporation duly organized under the laws of the State of Nebraska, party of the first part, and Joseph F. Murphy, party of the second part,

WITNESSETH that, in consideration of the sum of One (1) Dollar and other valuable consideration, receipt of which is hereby acknowledged, the said party of the first part hereby grants and conveys to the said party of the second part, and his heirs, full and free right and liberty for the said party of the second part, his heirs, and assigns, and his and their agents and servants, and the tenants and occupiers for the time being of that tract of land known and described as Block Eighty-six (86) of the Village of Bellevue, Sarpy County, Nebraska, now belonging to said party of the second part, and all and every other person and persons for the benefit and advantage of the said party of the second part, his heirs and assigns, from time to time, and at all times hereafter, at his and their will and pleasure, by night and by day, and for all purposes to go, return, pass and repass, with horses, carts, wagons, automobiles and other carriages, laden or unladen, and also to drive cattle and other beasts in through, along, and over a certain strip of land twenty-five (25) feet wide in the center of vacated main street in said Village of Bellevue plat, beginning at a point on a line with the south line of Blocks Eighty-six (86) and Seventy-five (75) as originally platted in said Village of Bellevue and extending due south to Main Street as the same now exists in said Village of Bellevue, the course, direction, and extent of which road or way are delineated in the plan hereto annexed, which also shows the tract of land owned by the said party of the second part; and also free right and liberty to the said party of the second part, his heirs and assigns and to any or all such persons or persons as aforesaid, from time to time, and at all times hereafter with workmen, horses, wagons, automobiles and other persons and things, to enter in or upon said road or way, the right of use is hereby granted.

And the said party of the second part covenants with the said party of the first part, that he, the said party of the second part, his heirs and assigns will from time to time and at all times hereafter, at his or their own expense repair and amend and keep repaired and amended and in a passable condition said road or way and the said party of the second part further agrees that he will allow the said party of the first part, its successors in trust and assigns free and uninterrupted access in, along and over said road or way. The intent and purpose of this Easement being to give the said second party, his heirs and assigns access to his tract of land as before described and at the same time reserving to the said party of the first part the right to use said road or way as hereinafter described for access to its land on either side of said road or way.

In Witness Whereof, we have hereunto set our hands this 19th day of November, 1928.

MISCELLANEOUS RECORD No. 7.

SECURITY REALTY COMPANY
By Robert P. Hume Secretary

Witness.

E. R. Hume

Joseph F. Murphy

#Security Realty Company #
#Corporate Seal #
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State of Nebraska

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County of Douglas

On this 19th day of November, 1928, before me, a Notary Public in and for said County, personally came the above named Robert P. Hume, Secretary of Security Realty Co. and Joseph F. Murphy, who are known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

#Ellery R. Hume #
#Notarial Seal #
#Douglas County, Nebraska #
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Ellery R. Hume
Notary Public
My comm. expires July 28 1929.

Plat of the north part of Village of Bellevue showing strip of ground referred to in COMPLAINT.

