

MISCELLANEOUS RECORD No. 4.

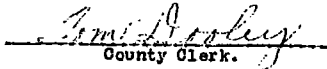
ELECTA H. KERNEY

to

THEAS ROHWER.

Cont. \$1.65Pa.

Filed May 5, 1920 at 1 P.M.


 County Clerk.

THIS AGREEMENT, Made this 4th day of May A.D. 1920 between Electa H. Kerney party of the first part, and Theas Rohwer, party of the second part,

WITNESSETH, That said party of the first part agree to sell and convey to the said party of the second part, for the price and upon the terms hereinafter mentioned, the following described real estate situate in the County of Sarpy and State of Nebraska, to wit: The West Half of the South East Quarter of Section Twenty Seven (27) Township Fourteen (14) Range Ten (10) in Sarpy County, Nebraska.

Said party of the second part agree to purchase said real estate from said party of the first part, and to pay to her, as the purchase price for the same, the sum of Twelve Thousand Six Hundred & No/100 Dollars, in payment as follows:

One Thousand dollars cash in hand the receipt of which is hereby acknowledged, and Sixteen Hundred Dollars, and Ten Thousand Dollars in Time Certificates of deposit on the Farmers & Merchants Bank of Gretna, Nebr., or in lieu of the Ten Thousand in time Certificates, said second party has the right to pay in cash if he so elects. The latter payments aggregating Eleven thousand Six Hundred Dollars to be paid as soon as said first party furnishes a good and sufficient abstract of title, and deed, and also a reasonable time to have said abstract examined by his attorney. Possession of said land to be given said second party March 1st, 1921.

All ^{of said} payments to bear interest at the rate of No per cent, per annum, payable annually, until paid.

But if the said sum of money, or any part thereof, or any interest thereon, is not paid when the same is due, then in that case, the whole of said sum and interest shall, and by this indenture does immediately become due and payable, or if the taxes and assessments of every nature which are assessed or levied against said premises, are not paid at the time when the same are by law made due and payable, then in like manner the whole of said sum, shall immediately become due and payable.

As soon as said purchase money and the interest thereon shall be fully paid, said party of the first part agree to make, execute and deliver to said party of the second part, a good and sufficient Warranty Deed, conveying said real estate to him in fee simple, free of all incumbrances, except the taxes for the year A.D. 1920, and subsequent taxes. In case said party of the second part shall refuse, neglect or fail to pay said purchase money and interest as above stated and agreed, he shall forfeit any and all rights in and to said real estate acquired under and by virtue of this agreement, and shall forfeit any money paid for the purchase of the same, unless said party of the first part shall elect otherwise.

Said party of the second part shall be entitled to the possession of said land so long as the conditions of this agreement shall remain unbroken by him; but upon failure to comply with the same, said right of possession shall terminate, and said party of the first part shall be entitled to the possession of said land and the improvements thereon.

No assignment of this contract shall be valid without the consent of the grantor endorsed hereon.

Said parties respectively bind their heirs, assigns and legal representatives to the faithful performance of the terms of this agreement.

IN WITNESS WHEREOF, The said parties have hereunto set their hands the day and year first

above written.
Signed in presence of

Catherine Dag
R. T. Hughes, witness to Rohwer.

Electa H. Kerney
Theas Rohwer

MISCELLANEOUS RECORD No. 4.

State of Nebraska)
County of Douglas)

On this 5 day of May A.D. 1920 before me Catherine Dee a Notary Public in and for said County, personally came Eleota H. Kerney to me personally known to be the identical person whose name is affixed to the above instrument as grantor, and severally acknowledged the execution of the same to be her voluntary act and deed for the purposes therein expressed. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Omaha, Nebr on the day last above written.

#Catherine Dee, Notarial Seal #
#Douglas County, Nebraska.
#####

Catherine Dee,
Notary Public.
Com. Mar. 23, 1926. (Entrusted in ch. - Civil May 26th 1920 \$1000.00)
Recorded.

CHARLES HAGEDORN, PLAINTIFF,
vs
HENRY MUELLER, ET AL, DEFENDANTS.
Fees \$1.50 Pd.

Filed May 3, 1920 at 9 A.M.
James Dooling
County Clerk.

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA.

Charles Hagedorn, Plaintiff,
vs
Henry Mueller, et al,
Defendants.

DECREE

This cause came on for hearing this 14th day of April 1918, upon the pleadings and the evidence and was submitted to the Court. Upon consideration whereof and being fully advised in the premises, the court finds that all the defendants, named, described or in any way designated in the plaintiff's petition have been duly notified of the commencement and pendency of this action in the manner provided by law, but that all of said defendants have failed to appear answer or otherwise plead to the plaintiff's petition within the time fixed by law and the rules of this court, and all of said defendants named, described or otherwise referred to in the plaintiff's petition, are hereby adjudged to be in default in this action. The Court further finds in favor of the plaintiff and against all the defendants, and finds that the allegations of the plaintiff's petition are true and that the plaintiff has been in the open, notorious, continuous, exclusive and undisputed peaceable adverse possession of Lot 19, in Block 9, Lots 16 and 17, in Block 24, Lots 14 and 15, in Block 33, Lots 1, 11 and 12, in Block 37 and Lots 6 and 7, in Block 38, all in the (Formerly) Village of Portal, said lots now being described as Tax Lots 3, 4, 5, and 7 in South-west 1/4 of Section 16, and Tax Lots 4, and 5 in South East 1/4 Section 17, all in Township 14, Range 12, East, Sarpy County, Nebraska, for more than ten years, prior to the commencement of this action, at all times claiming to own and holding said described lots adversely to all other persons, and is, therefore, the legal owner thereof, and entitled to the relief prayed in his petition.

It is therefore considered, adjudged and decreed by the court that the title and ownership of the above described lots and the real estate be, and the same hereby is forever quieted and confirmed in the plaintiff, and the defendants named, described and designated in the Plaintiff's petition, and their respective heirs, devisees, legatees, personal representatives, and all persons interested in their respective estates; and all of the unknown owners and unknown claimants of the above described real estate, are forever enjoined from ever claiming or asserting any title, estate, claim or lien in, to or upon the above described real estate, or any part thereof, and that the plaintiff pay his costs herein expended or taxes at \$43.26.

By the Court. James T. Begley, Judge.