

MISCELLANEOUS RECORD No. 12

THE PAVILLION TIMES, PAVILLION, NEBRASKA

15. That all notices given under this lease, or any renewal or extension thereof, shall be deemed to be properly service if delivered in writing personally, or sent by registered mail duly addressed to the Lessor at the last address where rent was paid or to the Lessee at its aforesaid Office. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States.

16. That this lease shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors or assigns. Provided, however, that this lease shall not be binding upon the Lessee until duly executed by its Division Manager or Assistant Division Manager.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

Witnesses: W A Snare Mrs Pearl Hemphill (Lessor) MID-CONTINENT PETROEUM CORPORATION (Lessee) P I Adesek Asst. Division Manager

(Add here the acknowledgment of the Lessor or Lessors, in the form used in the State in which the property is situated). (For Property in Nebraska)

Form 549 200 9-30 MPC ACKNOWLEDGMENT Eastern

STATE OF NEBRASKA County of Sarpy

On this 17th day of September, 1943, before me a Notary Public in and for said County and State, personally came the above named Pearl Hemphill who is personally known to me to be the identical persons whose names are affixed to the above instrument as grantors, and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and notarial seal the day year last aforesaid. W A SNARE NOTARIAL SEAL SARPY COUNTY, NEBRASKA COMMISSION EXPIRES JAN. 15, 1948 My Commission Expires Jan. 15, 1948

As owner of the fee title to the premises described in the within lease, the undersigned hereby consents to the same.

Witnesses: W A Snare Mrs. Pearl Hemphill (Owner)

(Add here the acknowledgment of the Owner or Owners, in the form used in the State in which the property is situated). (If Lessor is not the owner, obtain copy of Lessor's lease with owner).

JANE SCHOBERT TO LOUP RIVER PUBLIC POWER DIST. Easement \$1.50 Pk.

Filed October 5, 1943, at 11:45 o'clock A.M.

County Clerk

Form RW1-12-41 RIGHT-OF-WAY EASEMENT Tract 90-A

In consideration of the sum of five dollars, receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned hereby grant(s) and convey(s) to Loup River Public Power District, Columbus, Nebraska, a public corporation, its successors and assigns, a Right-of-Way for the construction, maintenance, operation and inspection of an electric transmission line consisting of poles, towers, wires, equipment and fixtures; with right to alter, repair and remove the same in whole or in part at any time, in over and across the following described lands situated in Sarpy County, State of Nebraska, to wit: Commencing at the southwest corner of Section twenty one (21), and running thence east 2.5 chains, thence north 50.10 chains to middle of Papillion Creek, thence upstream along same to the west line of Section 21, thence 52.50 chains to place of beginning, containing 42.13 acres, all in Sec. twenty one (21), Township fourteen (14) North, Range twelve (12) East.

And any abutting public highway or place. This easement reverts in case of removal of the line. Also the right to clear timber and to trim and keep trimmed, as reasonably necessary, all trees, hedges and shrubs; together with right of ingress and egress to and from such Right-of-Way and transmission line. The right of ingress and egress, acquired hereunder, will be exercised in any reasonable manner suggested by the owner or occupant of said premises.

The said Grantor(s), heirs or assigns are to fully use and enjoy the said premises except for and subject to the rights of Grantee for the purposes herein granted to said Grantee, its successors or assigns, who by its acceptance hereof and entry upon the premises for the permanent use thereof under this grant, thereby agrees to make final settlement and payment as hereinafter provided and in addition thereto agrees to pay any damages which may be caused to crops and fences from the building, maintaining and operating of said transmission line.

Grantor(s) agree(s) not to locate or allow any building, hay stack, straw stack, tree, structure, or any combustible material under the wires or near enough to poles, wires and fixtures to endanger the same or to be endangered by the same, or to interfere with the operation thereof or to be likely to result in damage to property of any party if a fire should occur.

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Final settlement and payment for the rights granted herein shall be made on the following basis, payment to be made within ten days after installation of poles.

For such poles, anchors with guys and steel towers as Grantee shall install on property herein described:

	<u>In Meadow or Cultivated Fields</u>	<u>In Pasture</u>
Poles	Ten Dollars Each	Five Dollars each
Anchors with Guys	Ten Dollars Each	Five Dollars each
Steel Towers	Fifty Dollars Each	Twenty Dollars each
The down payment of \$5.00 to be deducted therefrom		

district agrees to pay Grantor 50 cents per tree for all trees cut which are more than 6 inches in diameter

It is understood that Grantor(s) will not receive electric service from this line.

In Presence of C.C. Clark Jane Schobert widow

STATE OF NEBRASKA)
(ss. ACKNOWLEDGMENT
Sarpy County)

I hereby certify that on this 1st day of April, A.D. 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jane Schobert (a widow) and his wife, to me personally known to be the same person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on the day and date last above written.
K.W. MOORE NOTARIAL SEAL
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES DEC. 11, 1945
My commission expires: 12/11/45

L. E. GALL :
AND :
MARTON L. PAYNE & WF. :
Sup. Agreement \$1.35 Pd. :
County Clerk

-SUPPLEMENTAL AGREEMENT-

This supplemental agreement made and entered into this 16th day of October, 1939, by and between L. E. GALL, hereinafter called first party, and MARTIN L. PAYNE and ADA PAYNE, husband and wife, hereinafter called second parties, WITNESSETH: That

WHEREAS, on the 15th day of February, 1939, L. E. Gall, as vendor, and Martin L. Payne and Ada Payne, husband and wife, second parties hereto, as vendees, entered into a certain land contract covering the following described real estate, to-wit:

"Commencing at a point on the North line of Lot 20, Martin's Sub-division, 219 feet West of the Northeast corner of said Lot 20, thence West 433 1/2 feet to the Northwest corner of said Lot 20, of Martin's Sub-division, thence South 187 feet, thence East 433 1/2 feet, thence North 187 feet, to place of beginning, the same being the West 2/3 of Tax Lots 20a and 20b in Lot 20 in Martin's Sub-division in the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 14, Range 13, East of the 6th Principal Meridian, in Sarpy County, Nebraska, as surveyed, platted and recorded; and,

WHEREAS, the balance now due on said land contract is the sum of \$291.98, with interest at 6% per annum from September 15, 1939; and,

WHEREAS, the second party desires to receive from the first party, and first party desires to advance to second party, the sum of \$65.00 to be used for improvements upon said real estate;

NOW, THEREFORE, for the mutual consideration herein expressed, it is agreed as follows:

First party does hereby advance to second party the sum of \$65.00, receipt of which is acknowledged by the second parties, and second parties agree to spend said sum of \$65.00 in repairs and improvements upon said real estate.

That the said sum of \$65.00 shall be added as of the date of the signing hereof, to the purchase price heretofore agreed to be paid for said real estate by second parties under said land

Supplemental Agreement, 2.
contract.

Second parties further agree that the monthly payments due upon said land contract hereinbefore described shall be increased from \$10.00 to \$13.00 per month beginning October 15, 1939, payments to be applied first upon interest on the unpaid balance at the rate of 6% per annum, and the balance on principal, in the manner provided in said land contract.