

MISCELLANEOUS RECORD No. 11

Nebraska, to-wit:

Lot Nine (9) in Block One (1) in Dee's Place as surveyed, platted and recorded, for the sum of \$600.00, \$200.00 of which has been paid in hand, receipt whereof is hereby acknowledged. The remaining principal with interest at the rate of 4% per annum shall be paid to parties of the first part by parties of the second part at the rate of \$10.00 per month, payable \$10.00 on October 16, 1941, and \$10.00 on the 16th of each and every month thereafter until the sum of \$400.00 with interest at 4% has been paid in full.

Now, if the said parties of the second part shall pay the sum as above set forth, time being of the essence of this contract, and shall pay all taxes and assessments, whether special or general, which may become due on said real estate for the year 1941 and thereafter until the above payments are all made, then said parties of the first part shall, at their own cost execute and deliver to the said parties of the second part, or their assigns, upon surrender of this contract, a warranty deed to the above described premises.

And it is further agreed that in case any payment, either of principal or interest, remaining unpaid for the space of thirty days after the same shall become due, or a failure to pay any taxes or assessments, at the time the same becomes due, then in that case, the whole amount unpaid on this contract, shall become due and payable without further notice; and such delinquency in payment, or the failure in other respects by the parties of the second part to perform the stipulations of this contract, or any part of them, shall entitle the parties of the first part to immediate possession of the premises described herein, and the parties of the second part shall forfeit all payments made under this contract.

This contract shall be in duplicate, one copy of which shall remain with each party to this contract. When any payment is made on this contract, the person paying the same shall take a duplicate receipt therefor from the first parties hereto or their assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

In Presence of:
Jos. E. Strawn

State of Nebraska,)
) ss.
County of Sarpy)

Antonia Sterba
Anton Sterba
Parties of the first part.
George A. Bartek
Faye Bartek
Parties of the second part.

Before me, Jos. E. Strawn, a Notary Public in and for said county, this day personally came Tony Sterba and Anton Sterba wife & husband, who are known to me to be the identical persons named in the above contract, and who executed the same and acknowledged that they signed, sealed and delivered it as their free and voluntary act and deed, for the purposes therein set forth.

Given under my hand and Notarial seal this 16th day of September, 1941.

JOS. E. STRAWN NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES DEC. 8, 1943 *

Jos. E. Strawn
Notary Public

CITY OF BELLEVUE :
TO :
WHOM IT MAY CONCERN :
Ordinance \$42.80 Pd.:

Filed September 16, 1941, at 3 o'clock P. M.

Oliver Deter
County Clerk

CITY OF BELLEVUE, NEBRASKA.

Ordinance No. 187.

AN ORDINANCE VACATING CERTAIN PORTIONS OF CERTAIN STREETS AND AVENUES IN THE CITY OF BELLEVUE, NEBRASKA, AND DESCRIBING THE PORTIONS OF SAID STREETS AND AVENUES SO VACATED.

WHEREAS, the appraisers heretofore appointed to ascertain and assess the damages sustained by the citizens of Bellevue, Nebraska, or by the owners of property therein by reason of the proposed vacation of certain portions of certain streets and avenues in the city of Bellevue, Nebraska, as described in Ordinance No. 186 of said City, have filed with the City Clerk their written report and assessment finding that no damages will accrue to the citizens of said City or to the owners of property therein by reason of such proposed vacation.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Bellevue, Nebraska:

Section 1: That the following portions of the hereinafter described streets and avenues in the City of Bellevue, Nebraska, be and they hereby are vacated, to-wit: A strip of land seventeen feet

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in width abutting each outside line of each and every street and avenue within the corporate boundaries of said City of Bellevue, as designated on the original plat of said City, excepting therefrom such of said streets and avenues as are now situated within the boundaries of any replatted addition in said City; also excepting therefrom all intersections of such streets and avenues with other streets and avenues within the corporate boundaries of said City; for a more particular description of those portions of said streets and avenues so vacated, reference is hereby made to Section 1 of Ordinance No. 118 of the Village, now City, of Bellevue, Nebraska, which said ordinance was recorded on the 15 day of May, 1924, in Book 5 Page 675 of the miscellaneous records of Sarpy County, Nebraska, said description being by reference incorporated herein.

Section 2: There being no newspaper published in said City, three typewritten copies of this ordinance shall be posted up, one in each of three public places in the City and the following are found and declared to be public places in said City:

- 1. Bellevue Grocery,
2. Bellevue Market,
3. Morrison's Food Store.

Section 3: This ordinance shall become effective and be in force from and after its passage, approval and posting.

Passed this 5 day of September, 1941.

ATTEST:

Elizabeth P. Smith
City Clerk

F. H. FREEMAN
Mayor

CITY OF BELLEVUE SEAL *
SARPY COUNTY, NEBRASKA *
STATE OF NEBRASKA)
COUNTY OF SARPY) ss
CITY OF BELLEVUE)

CERTIFICATE

I, Elizabeth P. Smith, the duly elected, qualified and acting City Clerk of the City of Bellevue, Sarpy County, Nebraska, do hereby certify that the foregoing Ordinance, designated as Ordinance No. 187 of said City and entitled:

AN ORDINANCE VACATING CERTAIN PORTIONS OF CERTAIN STREETS AND AVENUES IN THE CITY OF BELLEVUE, NEBRASKA, AND DESCRIBING THE PORTIONS OF SAID STREETS AND AVENUES SO VACATED,

was passed by the Mayor and Council of said City on the 5 day of September, 1941, and was signed and approved by said Mayor on the 5 day of September, 1941, and was posted in three public places in said City, to-wit:

- 1. Bellevue Grocery,
2. Bellevue Market,
3. Morrison's Food Store,

by me on the 6 day of September, 1941.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of said City this 6 day of September, 1941.

CITY OF BELLEVUE SEAL *
SARPY COUNTY, NEBRASKA *

Elizabeth P. Smith
City Clerk

C. F. SIMMONS :
TO :
S. PAUL KITRELL :
Assign't. \$1.70 Pd. :

Filed September 16, 1941, at 4:55 o'clock P. M.

Beane D. Dwyer
County Clerk

ASSIGNMENT OF OIL AND GAS LEASE

Know All Men By These Presents:

That the undersigned, C. F. Simmons, hereinafter called assignor, for and in the consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged and for other valuable consideration, do hereby sell, assign, transfer and set over unto S. Paul Kitrell, (hereinafter called Assignee) all of his right title and interest in and to the oil and gas leases as designated in the body of this assignment, recorded in the name of the Assignor, in the Register of Deeds Office, Sarpy County, Nebraska as Assignee from the Assignors, L. K. Hough and C. F. Simmons, which assignors were originally lessees from the following lessors.

The names of the lessors, record of said oil and gas leases and descriptions of said lands