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LEROY LARSEN,

Petitioner,

vs.

DONNA L. LARSEN,

Respondent.

PETITION FILED MAR 29 1284

BB 291

Petitioner alleges:

1. Petitioner is a resident of Washington County, Nebraska, and has been a resident of the State of Nebraska for at least one year prior to the date of thefiling of this Petition.

2. That Petitioner and Respondent were married April 14, 1972, at Blair, Nebraska, and there was born no issue of said marriage.

3. The marriage between the parties is irretrievably broken.

4. The names and addresses of the parties are as follows: Petitioner: 704 South 19th Street

704 South 19th Street Blair, Nebraska 68008

Respondent:

704 South 19th Street Blair, NE 68008

5. The Petitioner is not now a party to any other pending action for divorce, separation or dissolution of marriage.

WHEREFORE, Petitioner prays that the marriage between the parties be dissolved and for such other, further and different relief as to the Court may seem just and equitable.

LEROY LARSEN, PETITIONER, CORNE Y 227 South 16th Street Blair, NE 68008

O'HANLON LAW OFFICES. 1569 WASHINGTON, BLAIR, NEBRASKA 68008-0428 (402) 426-9666

STATE OF NEBRASKA ) ) WASHINGTON COUNTY )

> GENERAL DOILRY-State of Nebraska SHARON L. MILLER My Comm. Exp. Apr. 11, 198

:ss:

LEROY LARSEN, being first duly sworn, on oath deposes and says that he is the Petitioner in the above-entitled action, that he has read the above and foregoing Petition and knows the contents thereof and that the facts therein stated are true as he verily believes.

Subscribed in my presence and sworn to before me this 28th day of March, 1984.

O'HANLON LAW OFFICES, 1569 WASHINGTON, BLAIR, NEBRASKA 68008-0428 (402) 426-9666

PUBLIC Millin

(à

STATE OF NEBRASKA )

WASHINGTON COUNTY

:88:

)

EXHIBIT "C"

BLAIR ABSTRACT AND TITLE COMPANY duly registered under the laws of the State of Nebraska to carry on the business of compiling abstracts of title therein, hereby certifies that it has searched the records of the County Clerk, ex-officio Register of Deeds, in and for Washington County, Nebraska, as to answer to Interrogatory #81

All real estate listed in the following schedule is owned by Larsen Enterprises, Inc., a Nebraska Corporation.

Lots 1, 2, 3, 5, 7, 11, 12, 14, 15, 16, 17, 21, 22, 24, 25 and 26, all in Larsen's Stillmeadow Addition to the City of Blair (Book 127, Page 524).

Lot 14, Block 10, Larsen Heights Second Addition to the City of Blair (Book 127, Page 524.)

Lots 2, 3, and 4, Block 11, Larsen Heights Second Addition to the City of Blair (Book 127, Page 524).

Lots 12, 13, 15, 16, and 17, Block 12, Larsen Heights Second Addition to the City of Blair (Book 127, Page 524).

Lots 4, 7, 10 and 11, Block 12, Larsen Heights Second Addition to the City of Blair (Book 127, Page 526).

Lots 3, 5, 8 and 9, Block 1, Larsen Heights Third Addition to the City of Blair (Book 127, Page 524).

Lots 2, 3, 4 and 5, Block 2, Larsen Heights Third Addition to the City of Blair (Book 127, Page 524).

Lot 4, Block 3, Larsen Heights Third Addition to the City of Blair (Book 127, Page 524).

Tax Lot 449 in Section 11, Township 18 North, Range 11 (Book 138, Page 739).

Lots 7 and 8 in Jorgensen's Addition to the City of Blair (Book 87, Page 194).

Lots 4, 5, 6, 7 and 8 in Johnson's Addition to the City of Blair (Book 140, Page 105).

East 52 feet of Lot 5, Block 70, City of Blair (Book 127, Page 524).

Lots 11 and 12, Block 66 in the City of Blair (Book 83, Page 322), subject to Agreement for Sale of Real Estate between Larsen Enterprises, Inc., as Seller, and John M. Henton and Donna J. Henton, husband and wife, as Buyers, dated January 1, 1978, recorded January 3, 1978 in Record Book 116, Page 183-186. See pages 6, 7, and 8 of this Exhibit.

The following mortgages are listed against property presently owned by Larsen Enterprises, Inc.

EXPANDABLE MORTGAGE AND ASSIGNMENT OF RENTS dated January 19, 1967, recorded January 31, 1967 in Mortgage Book 53, Page 330, given by Larsen Enterprises, Inc. to Commercial Savings and Loan Association of Omaha, Nebraska for Lots 7 and 8 in Jorgensen's Addition to the City of Blair for the original sum of \$75,000.00, terms of note not included in the instrument. MORTGAGE dated February 20, 1975, recorded February 21, 1975 in Mortgage Book 63, Page 220, given by LeRoy Larsen and Donna Larsen, husband and wife, to Milo Jeppesen and Velma Jeppesen, husband and wife, for Tax Lot 58 in Section 2, Township 18 North, Range 11, and Tax Lot 58 in Section 3, Township 18 North, Range 11, for the original sum of \$77,500.00 with interest of 83% per annum to be paid in equal annual installments of \$19,375.00 beginning on the 19th day of February, 1977. NOTE: The tax lots mentioned in this mortgage were subdivided and platted into Larsen Heights Second Addition to the City of Blair. Most of the lots were subsequently released from this mortgage but the following lots have not been released as shown by the records of the Washington County Clerk -- Lot 14 in Block 10; Lots 2 and 4, in Block 11, all in Larsen Heights Second Addition to the City of Blair.

The following is the status of real estate taxes on all property presently owned by Larsen Enterprises, Inc.

Larsen Heights Second Addition to the City of Blair --1983 and all prior taxes shown paid. Amounts of 1983 taxes are as follows:

Lot 14, Block 10	\$39.94
Lot 2, Block 11	\$42.28
Lot 3, Block 11	\$42.40
Lot 4, Block 11	\$42.40
Lot 4, Block 12	\$33.14
Lot 7, Block 12	\$36.96
Lot 10, Block 12	\$33.50
Lot 11, Block 12	\$35.86
Lot 12, Block 12	\$33.14
Lot 13, Block 12	\$33.14
Lot 15, Block 12	\$33.14
Lot 16, Block 12	\$33.14
Lot 17, Block 12	\$33.14

Larsen Heights Third Addition to the City of Blair --1983 and all prior taxes shown paid. Amounts of 1983 taxes are as follows:

Lot	3,	Block	1		\$24.60
Lot	5,	Block	1		\$25.22
Lot	8,	Block	1		\$30.42
Lot	9,	Block	1		\$35.98
Lot	2,	<b>Block</b>	2		\$35.24
Lot	З,	Block	2		\$38.82
Lot	4,	Block	2		\$34.74
Lot	5,	Block	2	`	\$40.06
Lot	4,	Block	3		\$26.34

Larsen's Stillmeadow Addition to the City of Blair --1983 and all prior taxes shown paid. Amounts of 1983 taxes are as follows:

Lot	1 \$42.44	
Lot	2 \$37.66	
Lot	3 \$41.72	
Lot	5 \$36.46	
Lot	7 \$36.58	
Lot	11 \$36.58	3
Lot	12 \$35.62	2
Lot	14 \$39.92	2
Lot	15 \$40.28	3
Lot	16 \$39.56	5
Lot	17 \$36.34	ł
Lot	21 \$41.36	5
Lot	22 \$43.88	3
Lot	24 \$43.88	3
Lot	25 \$43.88	3
Lot	26 \$40.52	2

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Johnson's Addition to the City of Blair -- 1983 and all prior taxes shown paid. Amounts of 1983 taxes are as follows:

Lot 4 -- \$37.02 Lot 5 -- \$43.10 Lot 6 -- \$43.10 Lot 7 -- \$43.10 Lot 8 -- \$43.10

Jorgensen's Addition to the City of Blair -- Lots 7 and 8 -- 1st half 1983 and all prior taxes shown paid. 2nd half 1983 taxes in the amount of \$1,940.84 became due December 31,1983 and will become delinquent September 1, 1984.

East 52 feet of Lot 5, Block 70, City of Blair -- 1983 taxes in the amount of \$102.52 and all prior taxes shown paid.

Tax Lot 449 in Section 11, Township 18 North, Range 11 --1983 taxes in the amount of \$353.68 and all prior taxes shown paid.

Assessments levied against property presently owned by Larsen Enterprises, Inc. is as follows:

> Lot 4, Block 11, Larsen Heights Second Addition to the City of Blair -- Paving District #132, the amount of \$455.05 is delinquent. The following payments will become delinquent on:

December 13, 1984: \$34.92 Principal <u>6.28</u> Interest \$41.20 Total

December 13, 1985: \$34.92 Principal <u>4.19</u> Interest \$39.11 Total

December 13, 1986: \$34.92 Principal 2.09 Interest \$37.01 Total

17.68 feet of Lot 2, all of Lot 3 and the North 70 feet of Lot 4, Larsen Heights Second Addition -- Paving District #137, the amount of \$3,067.64 is delinquent. The following payments will become delinquent on:

November 28, 1984:\$289.82<br/> $\frac{69.56}{5359.38}$ Principal<br/>Interest<br/>TotalNovember 28, 1985:\$289.82<br/> $\frac{52.16}{5341.98}$ Principal<br/>Interest<br/>TotalNovember 28, 1986:\$289.82<br/> $\frac{34.77}{5324.59}$ Principal<br/>Interest<br/> $\frac{34.77}{5324.59}$ November 28, 1987:\$289.82<br/> $\frac{52.982}{5307.20}$ Principal<br/>Interest<br/>Fotal

LEROY LARSEN,

v. DONNA LARSEN, CASE NO. 9191 66'-29/

DECREE

Respondent.

Petitioner,

This matter came on for hearing on the 16th day of November, 1984, upon the Petition of Leroy Larsen, filed with this Court on the 29th day of March, 1984, and the Respondent, having filed her Voluntary Appearance on the 11th day of April, 1984, the Petitioner being present in Court together with his Attorney, John O'Hanlon, and the Respondent being present in Court with her attorney, John P. Fahey, and the Court having heard the evidence and examined the exhibits, and having reviewed the Arguments of Counsel, finds:

1. The Court has jurisdiction over the parties hereto and the subject matter of this action.

2. The parties were married on April 14, 1972, in Blair, Washington County, Nebraska. No children have been born of this marriage.

3. Neither Petitioner nor the Respondent is a party to any other action pending in this or any other court for divorce, separation, or dissolution of marriage.

4. That neither the Petitioner nor the Respondent is a member of the armed forces of the United States of America, nor has either party been ordered to report for induction therein.

5. The marriage of the parties is irretrievably broken, and efforts of reconciliation have failed; that the marriage of the parties shoud be dissolved.

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6. The Petitioner should be required to pay alimony for the benefit of the Respondent at the rate of \$750 a month commencing March 1, 1985, and continuing at said monthly rate for a period of five years or until the death or remarriage of the Respondent, whichever shall occur first.

7. As his share of the property award, Petitioner should be awarded, as his sole and separate property, all rights, title, and interest to all the real property, whether presently held in his name only, the names of Donna and Leroy Larsen jointly or in the name of Larsen Enterprises. Petitioner should also be awarded all right, title and interest to all stocks, including the stock in Larsen Enterprises, Inc., bonds or commodity futures.

8. As her share of the property award, Respondent is awarded the total sum of \$150,000. Petitioner should be required to pay to the Respondent this amount, in the following manner: \$30,000 each, payable at the end of every six months thereafter until the full amount has been paid. The Petitioner should be required to furnish to the Clerk of the District Court of Washington County, Nebraska, his present address, telephone number, the social security number and the name and address of his employer and should further be required to advise the Clerk of any changes in such information between the time of the entry of this Decree and the payment of this Judgment in full. Failure to comply with these provisions shall be punishable by contempt.

9. Respondent should be awarded the household goods, furniture and furnishings as her sole and separate property, except that the Petitioner should be awarded his tools, equipment, the safe located in the family home, and any motorized equipment necessary to maintain the family premises.

10. Each party should be awarded as their sole and separate property, the personal property currently in their possession or in their own name, including bank accounts, savings accounts, and certificates of deposit. Each party should be awarded their personal effects.

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11. That the Petitioner shall provide health insurance coverage on the Respondent until this Decree becomes final.

12. That each party should assume his or her own financial obligations incurred subsequent to their separation.

13. Petitioner should be required to pay \$4,000 for the benefit of Respondent's attorney herein, the sum of \$1,040 for the use of an accountant in these proceedings and the costs of this action.

14. That all amounts required to be paid hereunder shall ' be paid through the Clerk of the District Court of Washington County, Nebraska.

15. The Respondent shall have the use of the family home, located at 704 South 19th, Blair, Nebraska, until such time as she has received all sums set forth in Paragraph 8 above. Petitioner shall, during said period, pay all indebtedness, interest, taxes, repairs and utilities for said family home. Should Petitioner prepay the payments set forth in Paragraph 8, the Respondent shall vacate the premises forthwith.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, by the Court, that the marriage of Leroy Larsen, Petitioner, and Donna L. Larsen, Respondent, which marriage took place on April 14, 1972, in Blair, Nebraska, be and the same hereby is dissolved and that neither the dissolution of the marriage or this Decree of dissolution shall become final until the expiration of six (6) months from the date this Decree is signed by the Court, and shall be treated as the final Order from this date, for the purposes of appeal only, and neither the Petitioner nor the Respondent may remarry anyone, any time, any place, until the expiration of said six (6) month period, each of them being under a legal disability to do so.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the Petitioner is required to pay alimony for the benefit of the Respondent at the rate of \$750 a month, commencing on March 1, 1985, and continuing at said monthly rate for a period of five years or until the death or remarriage of the Respondent, whichever shall first occur.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, as his share of the Property Award, Petitioner is awarded as his sole and separate property, all right, title, and interest to all real property whether presently held in his name only, the names of Donna and Leroy Larsen jointly or in the name of Larsen Enterprises. Petitioner is also awarded all right, title and interest to all stocks, including the stock in Larsen Enterprises, all bonds and all commodity futures.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, as her share of the Property Award, Respondent is awarded the total sum of \$150,000. Petitioner is required to pay to the Respondent this amount as follows: \$30,000 to be paid within thirty (30) days of the entry of this Decree and the balance in four equal instalments of \$30,000 each, payable at the end of every six months thereafter until the full amount has been paid.

The Petitioner shall furnish to the Clerk of the District Court of Washington County his address, telephone number, social security number and the name of his employer and is further required to advise the Clerk of any changes in such information between the time of entry of this Decree and the payment of the Judgment in full. Failure to comply with these provisions shall be punishable by contempt.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the Respondent is awarded the household goods, furniture and furnishings, as her sole and separate property, except that Petitioner is awarded his tools, equipment, the safe in the family home, and any motorized equipment necessary to maintain the family premises.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that each party is awarded, as their sole and separate property, the personal property currently in their possession or in their own name, including bank accounts, savings accounts and certificates of deposit. Each party is awarded their personal effects.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the Respondent shall have the use of the family home, located at 704 South 19th, Blair, Nebraska, until such time as she has received all sums set forth in Paragraph 8 above. Petitioner shall during said

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period, pay all indebtedness, interest, taxes, repairs and utilities for said family home. Should Petitioner prepay the payments set forth in Paragraph 8, the Respondent shall vacate the premises forthwith.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that the Petitioner shall provide health insurance coverage for the Respondent until this Decree becomes final.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, each party shall assume his or her financial obligations incurred subsequent to the date of their separation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, the Petitioner shall pay \$4,000 for the benefit of Respondent's attorney herein and shall pay \$1,040 for the services of an accountant in this litigation. Petitioner shall pay Respondent's costs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, each party shall execute such documents as may be necessary to effectuate the aforesaid distribution. If either party fails or refuses to execute such document or transfer, this Decree shall act as such conveyance.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the Court, that all amounts required to be paid hereunder shall be made through the Clerk of the District Court of Washingotn County, Nebraska.

Dated this 19th day of February, 1985.

BY THE COURT:

Fuhtman, District Judge

cc: John R. O'Hanlon John P. Fahey

LEROY LARSEN

Petitioner,

CASE NO. 9191 BB-291

ORDER

DONNA LARSEN.

vs

-

Respondent.

THIS MATTER came on to be heard on the 20 day of mov, 1985 upon the Settlement Agreement and Stipulation of the parties, a copy of which is attached hereto and incorporated herein by reference, and the Court being fully advised in the premises finds that the parties, in their Settlement Agreement and Stipulation have agreed upon certain terms and conditions for a fair and reasonable division of their property and the Court finds that this Settlement Agreement and Stipulation is fair and reasonable and should be approved in all respects.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the parties' Settlement Agreement and Stipulation dated  $\frac{M_{2V}}{2}$ , 1985, attached hereto, is therefore approved and both parties are ordered to perform and abide by the terms thereof in all manner and respect.

All other terms and conditions set out in the Court's Decree of February 19, 1985, not specifically addressed in the attached Settlement Agreement and Stipulation, shall remain in full force and effect.

DATED this  $\frac{1}{20}$  day of 1985.

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JUDG E-L9

APPROVED AS TO FORM AND CONTENT THIS \_\_\_\_\_ DAY OF APPROVED, 1985

Jøhn R. O'Hanlon Attorney for Petitioner

PREPARED AND SUBMITTED BY:

he ሖ John P. Fahey Actorney for Respondent

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LEROY LARSEN	) CASE NO. 9191 BB-291
Petitioner,	) ) Marine Provinsion
VS	) SETTLEMENT AGREEMENT ) <u>&amp; STIPULATION</u>
DONNA LARSEN,	
Respondent.	

THIS AGREEMENT made this 11th day of May, 1985, between Leroy Larsen, Petitioner in the above-captioned matter and Donna Larsen, Respondent herein, both of Blair, Washington County, Nebraska.

WHEREAS, suit was filed by the Petitioner, Leroy Larsen, on March 29, 1984 and the matter came up for trial before the Honorable Mark J. Fuhrman, on November 16, 1984, and the Court, having been fully advised in the premises, issued its Decree on February 19, 1985 awarding alimony to the Respondent and certain property to the parties. An Appeal then having been taken by the Petitioner, the parties desire now to enter into an Agreement with respect to their property rights and all other matters relating to the dissolution of their marriage.

THEREFORE, it is Agreed to and Stipulated that all other terms and conditions of the Court's Decree of February 19, 1985 shall remain valid and are in full force and effect except for those provisions set out below, which provisions shall be subject to approval by the Court in modification of the Decree. All references to "the Decree" shall mean the Court's Decree of February 19, 1985.

1. The Petitioner shall immediately pay to the Respondent the \$2,250.00 in back alimony to cover the periods of March 1, April 1, and May 1 of 1985. All other alimony payments shall be made pursuant to the Court's Decree.

2. The Petitioner shall pay to the Respondent the sum of \$133,000.00 on June 1, 1985 and the sum of \$10,000.00 on July 1,

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1985. This amount shall constitute the Respondent's property award except for the non-cash property awarded by the Court in the Decree. The Petitioner shall be obligated to these amounts in lieu of the \$150,000.00 property award, the \$4,000.00 attorney fee and the \$1,040.00 accountant's fee ordered by the Court Decree.

3. In addition to those items of personal property awarded to the Petitioner in the Court's Decree, the Petitioner shall have the following items which are located in the parties' family home located at 704 South 19th, Blair, Nebraska:

- a. Stove
- b. Pool Table
- c. Curtains
- d. Drapes
- e. Leroy Larsen Family Pictures
- f. Paint and other items in the paint room

4. The Respondent shall have the use of the family home, located at 704 South 19th, Blair, Nebraska, until July 1, 1985. Petitioner during this period shall pay all indebtedness, interest, taxes, repairs and utilities for the family home.

5. Each of the parties expressly certifies that they have entered into this Agreement upon mutual consideration and upon the advice of separate counsel; that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person; that no representations of fact have been made by either party to the other except as herein expressly set forth and the parties agree that this Agreement is fair and reasonable.

6. This Agreement shall be submitted for approval by the District Court and, absent such approval, the provisions of this Agreement shall have no force or effect.

IN WITNESS whereof the parties have signed this Agreement this day, month, and year set opposite their respective names.

DATED this 1974 day of May, 1985.

Leroy Larsen, Petitioner

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Dated this 1985.

Larsen,

STATE OF NEBRASKA SS COUNTY OF Washington

The foregoing instrument was subscribed before me this 17th day of May, 1985 by Leroy Larsen.

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Notany Duty

GENERAL NOTARY-State of Nebraska SHARON L. MILLER My Comm. Exp. Apr. 11, 1989

STATE OF NEBRASKA ) COUNTY OF Washington

The foregoing instrument was subscribed before me this 17th day of May, 1985 by Donna Larsen.

GENERAL NOTARY-state of Nebraska SHARON L. MILLER

THIS CERTIFIES that Leroy Larsen and Donna Larsen, who have subscribed the foregoing Settlement Agreement and Stipulation, were respectively represented by counsel in the negotiation and preparation of this instrument and that such counsel are respectively of the opinion that this Agreement is fair and reasonable; and they respectively approve same.

DATED this / Z day of May, 1985.

John R. O'Hamlon Attorney for Leroy Larsen

DATED this 15 day of May, 1985.

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John P. Fahey Attorney for Donna Varsen



APPROVED by the District Court of Washington County, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

....

District Judge

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LEROY	LARSEN	)	CASE	NO.	9191	BB-291
	Petitioner,					
VS		)			RECEI	PT
DONNA	LARSEN,	)				
	Respondent.	)				

COMES NOW the Respondent, Donna Larsen, and acknowledges receipt in the amount of \$3,000,000, which sum satisfies the Petitioner's alimony obligation to the Respondent for the periods March 1, April 1, May 1, and 1985.

Respondent also acknowledges receipt of the sum of \$133,000.00 of the Petitioner's property settlement obligation to the Respondent.

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STATE OF NEBRASKA )ss COUNTY OF WASHINGTON

Before me, the undersigned, a Notary Public in and for said County personally came Donna Larsen, to me known to be the identical person who affixed her signature to the foregoing Release and she acknowledged that she read the foregoing instrument, knows the contents thereof, and that the same is her voluntary act and deed.

DATED this  $2^{\frac{ft}{ft}}$  day of June, .1985 GENERAL NOTARY-SI

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CASE NO. 9191

RELE

BB-291

LEROY LARSEN

Petitioner,

vs

DONNA LARSEN,

Respondent.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Donna Larsen, does by these presents forever release and discharge the real estate described in Exhibit "A", attached hereto, from the lien of the alimony judgment and property settlement set out in the Court's Decree of February 19, 1985 and modified by its Order of May 20, 1985, it being the intention of the undersigned, by these presents, to release and discharge the above described real estate only, of and from all sums due or to become due to the undersigned for alimony and all other sums accruing under the Decree and alimony Order heretofore entered herein.

It is expressly understood that by the execution of this Release, the sole and only lien or claim to be released by this instrument shall be against such real estate and insofar as the above-mentioned judgment and Decree might affect title to any other real estate, said judgment and decree in all other respects to be and remain in full force and effect. This Release to be binding upon myself, my heirs, legal representatives or assigns.

IN WITNESS WHEREOF, I have hereunto set my hand this day of June, 1985.

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## STATE OF NEBRASKA COUNTY OF WASHINGTON

Before me, the undersigned, a Notary Public in and for said County personally came Donna Larsen, to me known to be the identical person who affixed her signature to the foregoing Release and she acknowledged that she read the foregoing instrument, knows the contents thereof, and that the same is her voluntary act and deed.

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GENERAL NOTARY State of Metra JOHN R. O'HANLON My Comm. Exp. Jan. 13, 198

DATED this

day of June, ARY PUBLIC

The above Release is hereby approved.

BY THE COURT: COURT JUDGE TR.

Prepared and Submitted By:

John P. Fahey #11231 DOWD, FAHEY & DINSMORE 1823 Harney, Suite 201 Omaha, Nebraska 68102 (402) 444-1707 Attorney for Respondent

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#### TRACT "A":

PART OF TAX LOT 168 AND TAX LOT 169 IN THE NEE OF SECTION 14, TOWNSHIP 18 NORTH, HANGE 11 EAST OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, AND FURTHER DESCHIBLL AS FOLLOWS: BEGINNING AT A POINT 174.0 FEET SOUTH AND 150 FEET WEST OF THE 1 2 COHNER EAST OF THE NORTH 2 COHNER OF SAID SECTION 14, AND ASSUMING THE 2 2 SECTION LINE EAST OF THE NORTH-SOUTH 2 LINE OF SAID SECTION 14 TO BEAR DUE NORTH-SOUTH; THENCE SOUTH ON A LINE PARALLEL TO SAID 1 1 SECTION LINE A DISTANCE OF 104.0 FEET; THENCE N 83°24'06"W A DISTANCE OF 126.48 FEET; THENCE S 23°36'52"W A DISTANCE OF 71.38 FEET; THENCE S 41°52'32"W A DISTANCE OF 63.07 FEET TO A POINT 20.0 FEET NORTH OF THE SOUTH LINE OF OLD TAX LOT 99 IN SAID SECTION; THENCE N 89° 57'W ALONG A LINE PARALLEL TO AND 20.0 FEET NORTH OF THE SOUTH LINE OF SAID TAX LOT A DISTANCE OF 63.26 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 30; THENCE NORTHEASTERLY ALONG SAID EASTERLY R.O.W. LINE A DISTANCE OF 212.9 FEET, MORE OR LESS, TO THE NORTHWEST COHNER OF SAID TAX LOT 99; THENCE S 89°57'E A DISTANCE OF 193.01 FEET TO THE POINT OF BEGINNING; CONTAINING 0.67 ACRES, MORE OR LESS.

#### TRACT "B":

PART OF TAX LOT 168 AND TAX LOT 169 IN THE NW NET OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE 6th P.M., WASHINGTON COUNTY, NEBRASKA, AND FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 278 FEET SOUTH AND 150 FEET WEST OF THE  $\frac{1}{2}$  CORNER EAST OF THE NORTH  $\frac{1}{2}$ CORNER OF SAID SECTION 14, AND ASSUMING THE  $\frac{1}{2}$  SECTION LINE EAST OF THE NORTH-SOUTH  $\frac{1}{2}$  LINE OF SAID SECTION 14 TO BEAR DUE NORTH-SOUTH; THENCE SOUTH ON A LINE PARALLEL TO SAID  $\frac{1}{2}$  SECTION LINE A DISTANCE OF 118.0 FEET; THENCE N 89°57'W A DISTANCE OF 266.19 FEET TO THE EASTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 30; THENCE NORTHERLY ALONG SAID EASTERLY R.O.W. LINE A DISTANCE OF 21.0 FEET; THENCE S 89°57'E ALONG A LINE 20 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF OLD TAX LOT 99 A DISTANCE OF 63.26 FEET; THENCE N 41°52'32"E A DISTANCE OF 63.07 FEET; THENCE N 23°36'52"E A DISTANCE OF 71.38 FEET; THENCE S 83°24'06"E A DISTANCE OF 126.48 FEET TO THE POINT OF BEGINNING; CONTAINING 0.50 ACRES, MORE OR LESS.

Exhibit "A"

LEROY LARSEN,		)	CASE NO. 9191 BB-291
	Petitioner,	)	
VS.		)	RELEASE
DONNA L. LARSEN,		)	7 <b>2</b> 7
	Respondent.	)	

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Donna L. Larsen, does by these presents forever release and discharge the real estate described in Exhibit "A" attached hereto, from the lien of the alimony judgment and property settlement set out in the Court's Decree of February 19, 1985, and modified by its Order of May 20, 1985, it being the intention of the undersigned, by these presents, to release and discharge the above-described real estate only, of and from all sums due or to become due to the undersigned for alimony and all other sums accruing under the Decree and alimony Order heretofore entered herein.

It is expressly understood that by the execution of this Release, the sole and only lien or claim to be released by this instrument shall be against such real estate and insofar as the above-mentioned judgment and Decree might affect title to any other real estate, said judgment and decree in all other respects to be and remain in full force and effect. This Release to be binding upon myself, my heirs, legal representatives or assigns.

IN WITNESS WHEREOF, I have hereunto set my hand this  $26^{2}$  day of June, 1985.

DONNA L. LARSEN

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O'HANLON LAW OFFICES. 1569 WASHINGTON. BLAIR, NEBRASKA 68008-0428 (402) 426-9666

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STATE OF WASHINGTON ) ) :ss: CLARK COUNTY

Before me, the undersigned, a Notary Public, in and for said County, personally came Donna L. Larsen, to me known to be the identical person who affixed her signature to the foregoing Release and she acknowledged that she read the foregoing instrument, knows the contents thereof, and that the same is her voluntary act and deed. Dated this  $2\sqrt{\frac{\mu}{\mu}}$  day of June, 1985.

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NOW on this 1st day of July, 1985 the foregoing release as to the real estate described on Exhibit "A" is approved.

IT IS SO ORDERED.

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O'HANLON LAW OFFICES, 1569 WASHINGTON, BLAIR, NEBRASKA 68008-0428 (402) 426-9666



### EXHIBIT "A"

Tax Lot 449 In Section 11, Township 18 North, Range 11, East of the 6th P.M., in the City of Blair, Washington County, Nebraska.

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# O'HANLON LAW OFFICES, 1569 WASHINGTON, BLAIR, NEBRASKA 68008-0428 (402) 426-9666

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LEROY LARSEN,	)	CASE NO. 9191-BB-291
Petitioner,	)	
VS.	)	RELEASE
DONNA L. LARSEN,	)	
Respondent.	)	

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Donna L. Larsen, does by these presents forever release and discharge the real estate described in Exhibit "A" attached hereto, from the lien of the alimony judgment and property settlement set out in the Court's Decree of February 19, 1985, and modified by its Order of May 20, 1985, it being the intention of the undersigned, by these presents, to release and discharge the above-described real estate only, of and from all sums due or to become due to the undersigned for alimony and all other sums accruing under the Decree and alimony Order heretofore entered herein.

It is expressly understood that by the execution of this Release, the sole and only lien or claim to be released by this instrument shall be against such real estate and insofar as the above-mentioned judgment and Decree might affect title to any other real estate, said judgment and Decree in all other respects to be and remain in full force and effect. This Release to be binding upon myself, my heirs, legal representatives and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand this  $\frac{10^{12}}{10^{12}}$  day of  $\frac{10^{12}}{10^{12}}$ , 1987.

O'HANLON LAW OFFICES, 1569 WASHINGTON, P.O. BOX 428, BLAIR, NEBRA'SKA 68008-0428 (402) 426-9666

STATE OF <u>Jashington</u>; Clark COUNTY; :ss:

BEFORE ME, the undersigned, a Notary Public, in and for said County, personally came Donna L. Larsen, to me known to be the identical person who affixed her signature to the foregoing Release and she acknowledged that she read the foregoing instrument, knows the contents thereof, and that the same is her voluntary act and deed.

Dated this 10th day of (Coril, 1987. ie Maule

ORDER Now on this 15 day of \_\_\_\_\_, 1987, the foregoing Release as to the real estate described on Exhibit "A" is approved. IT IS SO ORDERED.

BY THE COURT,

O'HANLON LAW OFFICES, 1569 WASHINGTON, P.O. BOX 428, BLAIR, NEBRÀSKA 68008-0428 (402) 426-9666

#### EXHIBIT "A"

1. South Half of Lots 1 and 2, Block 8, First Addition to the Village of Kennard, Washington County, Nebraska.

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2. The West 10.0 feet of Lot 13 and all of Lots 14 and 15 in Block 14 in the City of Blair, Washington County, Nebraska.

# O'HANLON LAW OFFICES, 1569 WASHINGTON, P.O. BOX 428, BLAIR, NEBRÀSKA 68008-0428 (402) 426-9666

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LEROY LARSEN,	)	Case No. 9191-BB-291		
Petitioner,	)			
vs.	ì			-:1
DONNA L. LARSEN,	) )	<u>R E L E A S E</u>	3	
Respondent.	)			·0 E-L9
VNOW ALL MEN DV TUPOT DDPCPATEC			<u>က</u>	6

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That the undersigned, Donna L. Larsen, does by these presents forever release and discharge the real estate described in Exhibit "A" attached hereto, from the lien of the alimony judgment and property settlement set out in the Court's Decree of February 19, 1985, and modified by its Order of May 20, 1985, it being the intention of the undersigned, by these presents, to release and discharge the above-described real estate only, of and from all sums due or to become due to the undersigned for alimony and all other sums accruing under the Decree and alimony Order heretofore entered herein.

It is expressly understood that by the execution of this Release, the sole and only lien or claim to be released by this instrument shall be against such real estate and insofar as the above-mentioned judgment and Decree might affect title to any other real estate, said judgment and Decree in all other respects to be and remain in full force and effect. This Release to be binding upon myself, my heirs, legal representatives and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand this  $\int A^{\dagger} day$  of June, 1987. July

ma L. Larren

O'HANLON LAW OFFICES, 1569 WASHINGTON, P.O. BOX 428, BLAIR, NEBRASKA 68008-0428 (402) 426-9666



STATE OF WASHINGTON ) ) :ss: ) Clark COUNTY

BEFORE ME, the undersigned, a Notary Public, in and for said County, personally came Donna L. Larsen, to me known to be the identical person who affixed her signature to the foregoing Release and she acknowledged that she read the foregoing instrument, knows the contents thereof, and that the same is her voluntary act and deed.

Dated this 12th day of June, 1987.

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O'HANLON LAW OFFICES, 1569 WASHINGTON, P.O. BOX 428, BLAIR, NEBRASKA 68008-0428 (402) 426-9666



The West 50.0 feet of Lot 9 in Block 10 in the Second Addition the City of Blair, Washington County, Nebraska,

#### and

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Beginning at the Northeast corner of Lot 1, Block 12, Dexter's Second Addition to the City of Blair, Washington County, Nebraska, and assuming the South line of Block 12, Dexter's Addition to bear S  $90^{\circ}00'E$ ; thence S  $0^{\circ}06'50''E$  on the West line of 19th Street a distance of 71.69 feet; thence N  $90^{\circ}00'W$  a distance of 60.45 feet to the West line of said Lot 1; thence N  $0^{\circ}08'36''W$  a distance of 71.68 feet to the Northwest corner of said Lot 1; thence N  $89^{\circ}59'12''E$  a distance of 60.49 feet to the point of beginning.

EXHIBIT "A"

O'HANLON LAW OFFICES, 1569 WASHINGTON, P.O. BOX 428, BLAIR, NEBRASKA 68008-0428 (402) 426-9666



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ALIMONY SUPPORT RECORD

LEROY LARSEN

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Date of Decree: -2 - / 9 - 85 Payment: \*750 M0. Beginning: 3 - / - 85 Case No. 9/9/

at:

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Date of Birth:

Docket BB

Page 291

DONNA L. LARSEN

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