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42-BILL OF SALE OF PERSONAL PROPERTY

The Huffman General Supply House, Lincoln, Nebr.

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good & valuable consideration DOLLARS,
the receipt of which is hereby acknowledged do GRANT, SELL, TRANSFER, and
DELIVER unto Ronald K. Parks and Susan K. Parks
their heirs, executors, administrators and assigns, the following goods and chattels, viz:

Cottage located on Lot 209, BeaconView, Sarpy County, Nebraska,
One brown electric massage chair, one wood & blue vinyl 2 piece
sectional, one pair bunk beds, one stove, one refrigerator, one
dinette set, one picnic table, one free-standing bar, pursuant to
the Agreement between the parties dated the 2nd day of June, 1978.
(Tax Lot D in Section 29, Township 13 North, Range 10 East.)

FILED FOR RECORD 6-19-78 AT 9:45A M. IN BOOK 51 OF Deed Recs

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Carl L. Hibeler

REGISTER OF DEEDS, SARPY COUNTY, NEB.

6-25

TO HAVE AND TO HOLD, All and singular, the said goods and chattels, forever; and the said grantor hereby
covenants with the said grantees, that he is the lawful owner of said goods and chattels; that they are
free from all encumbrances; that he has good right to sell the same as aforesaid and that he will warrant
and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said grantor has hereunto set his hand, this 6th
day of June

, A. D. 1978

Executed in Presence of

Ronald L. Hibeler Jr.

Sec# 05259

STATE OF }
County } ss.

On this 16 day of June, 1978, before
me, the undersigned a Notary Public, duly commissioned and qualified for
in said county, personally came Marlene M. Brinne.

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(SEAL)

MARLEEN M. BRINNE
GENERAL NOTARY
State of Nebraska
My Commission Expires
May 31, 1981

No:

BILL OF SALE
OF PERSONAL PROPERTY

TO

to me known to be the identical person or persons whose name is or names are
affixed to the foregoing instrument and acknowledged the execution thereof to be
his, her or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Marleen M. Brinne Notary Public

My Commission expires the 31st day of May, 1981

A bill of sale, describing the articles sold, amounts
to a warranty that the articles conform to the de-
scription (Henshaw v. Robins, 9 Met. 83; Hastings
v. Lowring, 2 Pick. 214; Chandeler v. Lopus, 1
Smith L. Gas., 76 et seq.).

The seller of a chattel, if in possession, warrants
by implication that it is his own, and is answerable
to the purchaser if it be taken from him by one
who has a better title than the seller, whether the
seller knew the defect of his title or not, and
whether he did or did not make a distinct affirmation
of his title. But if the seller is out of posses-
sion and no affirmation of title is made, then the
purchaser buys at his peril. (Parson's Cont. 5th Ed.
574).