

MISCELLANEOUS RECORD No. 9

655

in Township Fourteen (14), North, Range Thirteen (13), East of the Sixth P.M. in Sarpy County, Nebraska, described as follows: Beginning at the Northwest corner of said Lot 5, thence Southerly along the western borderline of said lot a distance of 134 feet; thence in an easterly direction exactly parallel to the southern borderline of said Lot 5 to the eastern borderline of said Lot 5; thence along the eastern borderline of said Lot 5 in a northerly direction to the northern borderline of said Lot 5; thence along the northern borderline of said Lot 5 in a westerly direction, to the place of beginning;

given by the defendants William E. Gordon and Jane Gordon, husband and wife, on the 27th day of April, 1937, to plaintiff, and that said mortgage was duly filed for record in the office of the County Clerk and Ex Officio Register of Deeds of Sarpy County, Nebraska, on the 1st day of May, 1937, and duly recorded in Book 46 of Mortgages at page 261 thereof in the mortgage records of said County.

Plaintiff claims that there is now due \$5,494.99, with interest at 9% from March 1, 1938, on said mortgage and the note it was given to secure, and it prays for the sale of the real estate above described, to satisfy the amount found due on its mortgage, and interest and costs.

Dated this 8th day of July, 1938.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION
OF OMAHA

By: Wm. P. Kelley

Francis P. Matthews
Its Attorneys

MOLLIE FRITZ & HS.

TO

Filed July 9, 1938, at 10 o'clock A.M.

NORTHERN NATURAL GAS CO.

ENCLOSURE \$1.00 Pd.

J. P. ...
Court Clerk

1082-1

KNOW ALL MEN BY THESE PRESENTS:

That Mollie Fritz and Fred Fritz her husband of the County of Sarpy and State of Nebraska, for and in consideration of the sum of fifty Cents (50¢) per lineal rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Sarpy and State of Nebraska, to-wit:

Tract Lot 7A1 and West one Half (1/2) of Southeast Quarter (SE 1/4) Section 21, Township 14, Range 13

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or the removal thereof, in whole or in part, at the will of the grantee; it being the intention of the parties hereto that grantors are hereby granting the uses herein specified without divesting grantors of the rights to use and enjoy said above described premises, subject only to the right of the grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees as follows:

- (1) That it will bury all pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.
- (2) That it will pay to grantors any damages which may arise to growing crops,

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trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of which shall be appointed by the grantors, one by the grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto

(3) That grantee, upon written application by the grantors, will make, or cause to be made, a tap in any gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantors for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, with the exception of the meter, which is to be furnished and owned by grantee, shall be furnished and paid for by grantor according to the rules and regulations of the grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantors at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.

(4) That grantee will replace or rebuild to the satisfaction of grantors or of their representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of, and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this 24th day of June, 1938.

Signed, Sealed and Delivered in Presence of
C. P. Pearson

Mollie Fritz
Fred Fritz

STATE OF NEBRASKA)
(ss.

COUNTY OF SARPY)

On this 24 day of June, A.D. 1938, before me, a Notary Public within and for said County, personally appeared Mollie Fritz & Fred Fritz Wife & Husband to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

C. P. Pearson
Notary Public

C. P. PEARSON NOTARIAL SEAL
SARPY COUNTY, NEBRASKA

COMMISSION EXPIRES JAN. 18, 1942 * My commission expires Jan. 18, 1942

LORA M. SASS LT AD :
TO :
NORTHERN NATURAL GAS COMPANY :
EASEMENT \$1.00 Pd. :

Filed July 3, 1938, at 10 o'clock A.M.

[Signature]
County Clerk

10B4-3

KNOW ALL MEN BY THESE PRESENTS:

That Lora M. Sass, a widow, John A Sass and Esther Sass, his wife, and William F. Sass and Florence Sass, his wife of the County of Sarpy and State of Nebraska, for and in consideration of the sum of Fifty Cents (50¢) per lineal rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT, RELISE and REINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware Corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Sarpy and State of Nebraska, to-wit: