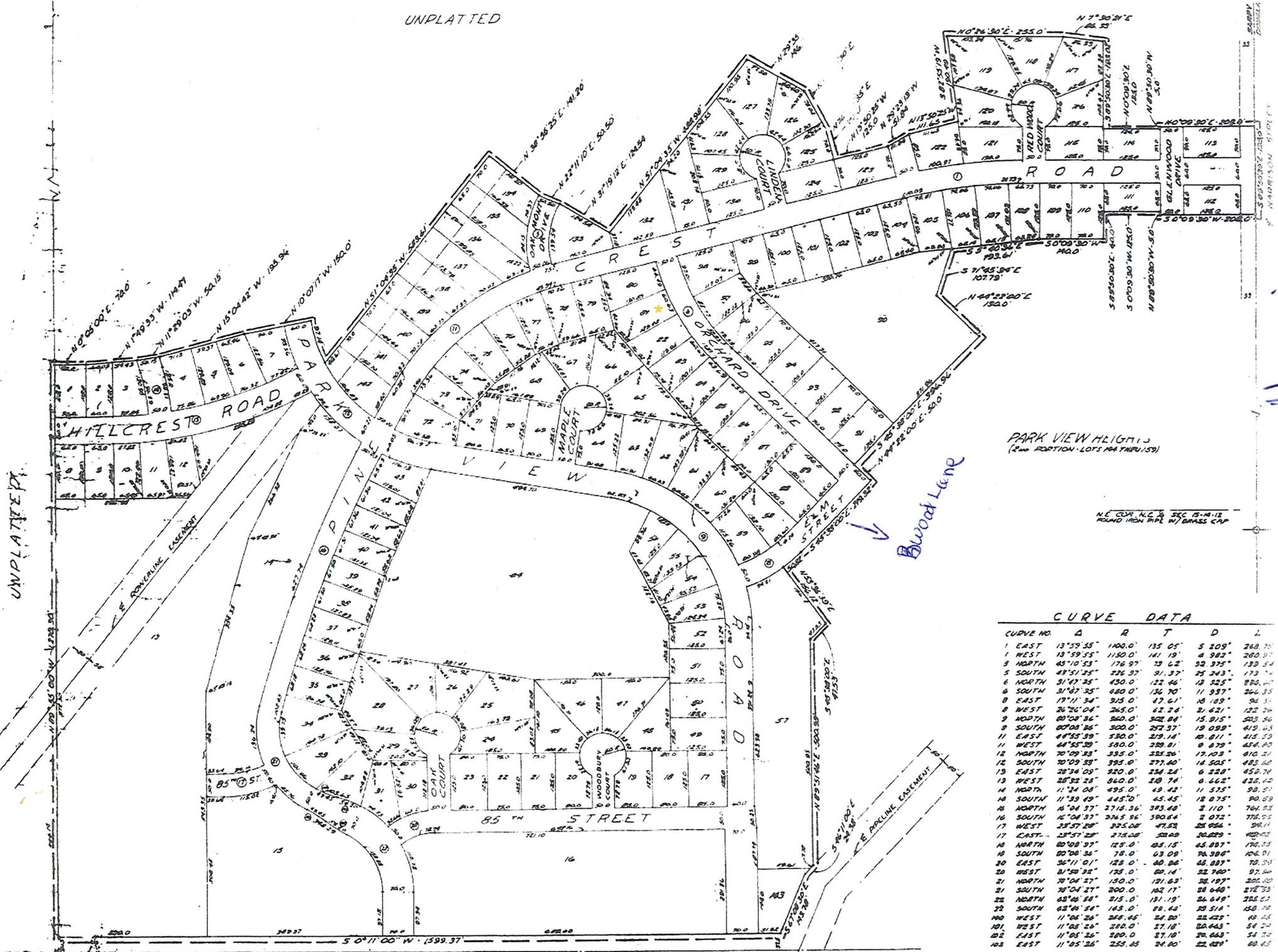


UNPLATTED



PARK VIEW HEIGHTS  
(2nd PORTION - LOTS 141 THRU 159)

N.E. COR. N.C. 25 SEC. 15-T.14-R.12  
ROUND IRON PIPE W/ BRASS CAP

CURVE DATA

CURVE NO.	A	R	T	D	L
1	EAST 13°59'55"	1400.0'	135.05'	5 209'	268.78'
1	WEST 13°59'55"	1150.0'	141.19'	4 982'	200.00'
3	NORTH 45°10'53"	176.97'	23.62'	52 325'	139.54'
5	SOUTH 48°51'25"	226.37'	31.37'	25 243'	173.74'
6	NORTH 31°47'35"	430.0'	122.46'	18 325'	826.20'
6	SOUTH 31°47'35"	480.0'	132.70'	11 937'	266.35'
8	EAST 17°11'34"	315.0'	47.61'	16 183'	36.51'
8	WEST 26°26'04"	265.0'	62.24'	21 421'	122.26'
9	NORTH 82°00'26"	860.0'	202.84'	15 915'	553.56'
9	SOUTH 80°08'26"	300.0'	252.57'	18 058'	615.24'
11	EAST 48°55'39"	530.0'	219.14'	10 811'	615.20'
11	WEST 44°55'20"	530.0'	220.01'	0 679'	454.80'
12	NORTH 70°09'53"	335.0'	335.26'	17 103'	610.21'
12	SOUTH 70°09'53"	335.0'	277.80'	16 345'	482.60'
13	EAST 28°34'09"	320.0'	234.24'	6 228'	652.74'
13	WEST 28°32'28"	360.0'	210.74'	6 462'	422.40'
14	NORTH 11°34'08"	495.0'	49.42'	11 375'	30.51'
14	SOUTH 11°33'49"	445.50'	45.45'	18 035'	90.59'
16	NORTH 45°04'37"	274.54'	393.48'	3 110'	764.22'
16	SOUTH 45°04'37"	274.54'	390.64'	2 072'	752.05'
17	WEST 23°57'28"	325.08'	47.52'	25 056'	58.11'
17	EAST 23°57'28"	274.28'	30.00'	30.000'	402.02'
18	NORTH 80°08'37"	125.0'	125.15'	65 887'	174.25'
18	SOUTH 80°08'36"	78.0'	63.08'	76 386'	106.01'
20	EAST 26°11'01"	128.0'	60.86'	45 887'	70.54'
20	WEST 21°50'32"	125.0'	60.14'	22 760'	97.66'
21	NORTH 78°04'37"	150.0'	121.63'	26 197'	202.00'
21	SOUTH 78°04'37"	200.0'	102.17'	28 640'	212.33'
22	NORTH 68°04'48"	215.0'	191.19'	24 449'	225.57'
22	SOUTH 68°04'48"	148.0'	99.44'	20 514'	152.70'
100	WEST 11°04'26"	288.45'	24.80'	22 423'	43.45'
101	WEST 11°04'26"	280.0'	27.18'	22 643'	54.20'
102	EAST 11°05'26"	280.0'	27.18'	22 663'	54.20'
103	EAST 11°05'26"	255.45'	24.80'	22 423'	43.45'

Harwin

84

78939

7078939

**Abstract of Title to**

LOT SEVENTY-NINE (79)  
IN PARK VIEW HEIGHTS, A SUBDIVISION BEING LOCATED WITHIN  
THE NORTHEAST QUARTER (NE $\frac{1}{4}$ ) OF SECTION FIFTEEN (15), TOWNSHIP  
FOURTEEN (14) NORTH, RANGE TWELVE (12) EAST OF THE SIXTH (6TH)  
PRINCIPAL MERIDIAN, IN SARPY COUNTY, NEBRASKA.

(FOR PLAT SEE FOLLOWING PAGE.)

**Spence-Lindley**  
**Abstract & Title Company**  
Gene P. Spence Ward Lindley, Jr.  
Ward Lindley



# PARK VIEW HEIGHTS

A SUBDIVISION  
 EAST QUARTER  
 6TH P.M.,

LOCATED IN THE NORTH  
 OF SECTION 15, TOWNSHIP  
 RANGE 12 EAST OF THE  
 COUNTY, NEBRASKA



N.W. COR. N.E. 1/4 SEC. 15-14-12  
 FOUND IRON SPIKE

S.W. COR. N.E. 1/4 SEC. 15-14-12  
 FOUND IRON SPIKE

UNPLATTED

UNPLATTED

PARK VIEW HEIGHTS  
 (2nd PORTION - LOTS 144 THROUGH 153)

N.E. COR. N.E. 1/4 SEC. 15-14-12  
 FOUND IRON PIPE W/ BRASS CAP

CURVE DATA

CURVE NO.	Δ	R	T	D	L
1	EAST 13°59'55"	1000.0'	135.05'	5.209'	248.75'
1	WEST 18°59'55"	1180.0'	161.19'	4.982'	200.91'
5	NORTH 45°10'55"	174.97'	75.42'	3.275'	129.64'
5	SOUTH 43°51'35"	236.37'	81.37'	25.243'	173.74'
6	NORTH 31°41'35"	450.0'	122.46'	13.325'	236.40'
6	SOUTH 30°41'35"	480.0'	126.70'	11.831'	266.35'
8	EAST 17°11'34"	325.0'	47.61'	10.189'	36.31'
8	WEST 26°20'04"	265.0'	82.24'	21.621'	122.26'
9	NORTH 80°28'34"	800.0'	302.84'	13.815'	202.26'
9	SOUTH 80°28'34"	800.0'	292.37'	19.099'	412.48'
11	EAST 44°50'38"	380.0'	320.14'	46.871'	414.59'
11	WEST 44°50'38"	280.0'	289.81'	6.872'	458.40'
12	NORTH 70°09'33"	335.0'	235.36'	17.103'	410.21'
12	SOUTH 70°09'33"	395.0'	271.40'	14.305'	482.48'
13	EAST 28°24'05"	320.0'	232.64'	6.238'	458.74'
13	WEST 28°24'05"	360.0'	288.74'	6.442'	438.40'
14	NORTH 11°24'08"	495.0'	448.42'	11.575'	388.51'
14	SOUTH 11°24'08"	445.0'	455.45'	8.875'	368.59'
16	NORTH 4°04'37"	2718.36'	393.48'	2.110'	764.83'
16	SOUTH 4°04'37"	3943.94'	390.84'	3.872'	770.05'
17	WEST 23°57'28"	315.00'	478.8'	28.664'	388.11'
17	EAST 23°57'28"	275.00'	388.8'	30.829'	388.01'
18	NORTH 80°50'33"	125.0'	85.15'	45.893'	178.15'
18	SOUTH 80°50'33"	78.0'	63.08'	34.984'	106.51'
20	EAST 36°11'01"	128.0'	60.84'	48.837'	78.29'
20	WEST 36°11'01"	178.0'	80.14'	32.900'	87.54'
21	NORTH 70°04'27"	150.0'	131.63'	38.197'	200.00'
21	SOUTH 70°04'27"	300.0'	182.77'	38.440'	218.73'
22	NORTH 48°26'41"	215.0'	191.19'	34.419'	238.57'
22	SOUTH 48°26'41"	145.0'	89.48'	38.514'	158.00'
40	WEST 11°06'26"	348.45'	34.80'	38.429'	40.15'
40	WEST 11°06'26"	348.0'	37.18'	38.648'	41.24'
42	EAST 10°48'26"	380.0'	37.18'	38.648'	51.20'
42	EAST 10°48'26"	380.0'	34.80'	38.429'	40.15'

LA VISIA

PARK VIEW HEIGHTS, SARPY COUNTY

No. 1. : United States of America, : ENTRY.  
 Taken from : to : Dated Oct. 17, 1857.  
 Entry Book : Isaac Cornish. :

Locates the NE $\frac{1}{4}$  Section 15, Township 14 Range 12, Sarpy County, Nebraska, for 160 acres.

No. 2. : The United States of America : PATENT.  
 Book E : By the President, James Buchanan, : Dated July 2, 1860.  
 Page 606 : By I. B. Leonard, Sec'y. : Filed Feb. 8, 1864.  
 : I. N. Granger, Recorder of the General:  
 : Land Office, (seal) :  
 : to :  
 : Isaac Cornish. :

Whereas, in pursuance of the Act of Congress approved March 3, 1855, entitled "An act in addition to certain acts granting bounty land to certain officers and soldiers who have engaged in Military Service of the United States" there has been deposited in the general land office, Warrant No. 15120 for 160 acres in favor of Stephen Willey, Private Captain Wiggins Company, New Hampshire Militier War 1812 with evidence that the same has been duly located upon the NE $\frac{1}{4}$  of Section 15, in Township 14 North of Range 12 East, in the District of Lands, subject to sale at Omaha, Nebraska, containing 160 acres according to the official plat of the Survey of the said land, returned to the General Land Office by the Surveyor General. The said warrant having been assigned by the said Stephen Willey to Nathaniel Gordon and by him to Isaac Cornish in whose favor said tract has been located.

Now therefore, that there is therefore granted by the United States unto the said Isaac Cornish as assignee, as aforesaid and to his heirs, the tract of land above described.

Recorded Volume 378 Page 415.

No. 3. : Isaac Cornish, : MORTGAGE DEED.  
 Book B : to : Dated Oct. 17, 1857.  
 Page 81 : Aaron Wentz. : Filed Oct. 20, 1857.  
 : : Cons: \$275.00.

Grantors do hereby grant, bargain, sell and convey unto second party and to his heirs and assigns forever the NE $\frac{1}{4}$  of Section 15, in Township 14 North of Range 12, East, Sarpy County, Nebraska, containing 160 acres of land.

The consideration of this deed is such that whereas the said Isaac Cornish is justly indebted to the said Aaron Wentze in the sum of \$275.00 and a note of hand bearing even date herewith given by the said Isaac Cornish to said Aaron Wentze for the sum of \$275.00 and made payable to him or order on the 17th day of October, A. D. 1858 with interest at the rate of 5% per month after the same becomes due.

One witness. Acknowledged October 17, 1857 by Isaac Cornish, before Clinton Briggs, Probate Judge for said County, in Douglas County, Nebraska Territory.

No. 4. : Isaac Cornish, : WARRANTY DEED.  
 Book C : to : Dated Dec. 14, 1858.  
 Page 336 : Aaron Wentz. : Filed Dec. 17, 1858.  
 : : Cons: \$327.00.

Conveys the NE $\frac{1}{4}$  of Section 15, in Township 14 North of Range 12 East Sarpy County, Nebraska, containing 160 acres of land.

Two witnesses. Acknowledged Dec. 14, 1858 by Isaac Cornish, before Byron Reed, Notary Public, with seal, Douglas County, Nebraska.

No. 5. : Aaron Wentz and Sarah A. Wentz, : WARRANTY DEED.  
 Book E : husband and wife, (Signs Sara A.) : Dated Dec. 24, 1862.  
 Page 399 : to : Filed Feb. 5, 1863.  
 : Marietta A. Smith. : Cons: \$500.00.

Conveys the NE $\frac{1}{4}$  of Section 15, in Township Number 14 North of Range 12,

East, Sarpy County, Nebraska, containing 160 acres of land, be the same more or less, but subject to all legal highways.

Two witnesses. Acknowledged December 24, 1862 by Aaron Wentz and Sarah A. Wentz, before S. M. Carter, Justice of the Peace, Trumbull County, Ohio.

Attached is Certificate of C. A. Harrington, Clerk of the Court of Common Pleas, a Court of Record of Trumbull County, with seal, is appended as to authority and signature of said Justice of the Peace, and that said instrument is executed and acknowledged according to the laws of the State of Ohio. Certificate dated Dec. 25, 1862.

No. 6. : John I. and Marietta A. Smith, : MORTGAGE.  
 Book A : : to : Dated Jan. 18, 1868.  
 Page 559 : Sylvanus Wright. : Filed Mar. 21, 1868.  
 : : Cons: \$210.00.

Mortgages the NE $\frac{1}{4}$  of Section 15, in Township Number 14 North of Range 12 East, Sarpy County, Nebraska, containing 160 acres of land.  
 To secure payment of a certain promissory note for the sum of \$210.00, dated Jan. 17, 1868, and payable to Sylvanus Wright or order on Apr. 1, 1868. For cancellation see Book C Page 116.

No. 7. : Sylvanus Wright, : RELEASE.  
 Book C : to : Dated Aug. 27, 1874.  
 Page 116 : John I. Smith and Marrietta A. : Filed Sept. 7, 1874.  
 : Smith. : Cons: Payment.

Certifies that a certain indenture of mortgage bearing date Jan. 17, 1874, executed by John I. Smith and Marrietta A. Smith, to Sylvanus Wright, and recorded in the office of the Clerk of Sarpy County, Nebraska, on \_\_\_ day of \_\_\_ A. D. 18 \_\_\_ in Book \_\_\_ of Mortgages, on page \_\_\_ for the security of the payment of a note dated at Omaha, Neb. the 17th day of January, 1868, payable to Sylvanus Wright or order and assigned by John I. Smith and Marrietta A. Smith, for \$120.00 is fully paid, satisfied and discharged.

One witness. Acknowledged Aug. 27, 1874 by Sylvanus Wright, before N. J. Burnham, Notary Public, with seal, Douglas County, Nebraska.

No. 8. : John I. and Marietta A. Smith, : MORTGAGE.  
 Book B : : to : Dated June 2, 1869.  
 Page 39 : Sylvanus Wright. : Filed June 8, 1869.  
 : : Cons: \$570.64.

Mortgages the NE $\frac{1}{4}$  of Section 15, in Township No. 14 North of Range 12, East, Sarpy County, Nebraska, containing 160 acres of land.  
 To secure payment of \$570.64 due one year from date.  
 For cancellation see Book C Page 104.

No. 9. : Sylvanus Wright, : RELEASE.  
 Book C : to : Dated Aug. 14, 1874.  
 Page 104 : John I. Smith and Marietta A. : Filed Aug. 18, 1874.  
 : Smith. : Cons: Payment.

I, Sylvanus Wright, do hereby certify that a certain indenture of mortgage bearing date the 2nd day of June, A. D. 1869, executed by John I. Smith and Marietta A. Smith, to Sylvanus Wright, and recorded in the office of the Clerk of Sarpy County, Nebraska, on June 8, 1869 in Book B of Mortgages at Page 39 and 40 for the security of the payment of John I. Smith and Marietta A. Smith's note for \$570.64 payable to Sylvanus Wright or order dated Omaha, Neb. May 15, 1869 is fully paid, satisfied and discharged.

One witness. Acknowledged Aug. 14, 1874 by Sylvanus Wright, before N. J. Burnham, Notary Public, with seal, Douglas County, Nebraska.

No. 10. : John I. Smith and Marietta A. : MORTGAGE.  
 Book B : Smith, his wife, : Dated Dec. 8, 1869.  
 Page 72 : to : Filed Dec. 10, 1869.  
 : Sylvanus Wright. : Cons: \$480.00.

Mortgages the NE $\frac{1}{4}$  of Section 15, in Township Number 14 North of Range 12 East, Sarpy County, Nebraska, containing 160 acres of aland.  
 To secure payment of \$480.00 due one year from date.  
 For cancellation see Book C Page 105.

No. 11. : Sylvanus Wright, : RELEASE.  
 Book C : to : Dated Aug. 14, 1874.  
 Page 105 : John I. Smith and Marietta : Filed Aug. 18, 1874.  
 : A. Smith. : Cons: Payment.

I, Sylvanus Wright, do hereby certify that a certain indenture of mortgage bearing date on December 8, 1869 executed by John I. Smith and Marietta A. Smith, to Sylvanus Wright and recorded in the office of the Clerk of Sarpy County, Nebraska, on December 10, 1869, in Book B of Mortgages on Page 72 and 73 for the security of the payment of John I. Smith and Marietta A. Smith's note for \$480.00 payable to Sylvanus Wright or order dated Omaha, Neb. December 1st, 1869, is fully paid, satisfied and discharged.

One witness. Acknowledged Aug. 14, 1874 by Sylvanus Wright, before N. J. Burnham, Notary Public, with seal, Douglas County, Nebraska.

No. 12. : John I. Smith and Marrietta A. : MORTGAGE.  
 Book B : Smith, husband and wife, : Dated Feb. 18, 1871.  
 Page 259 : to : Filed Feb. 23, 1871.  
 : Lucian Woodworth. : Cons: \$500.00.

Mortgages the NE $\frac{1}{4}$  of Section 15, in Township 14 North of Range 12, East, Sarpy County, Nebraska, containing 160 acres, more or less.  
 To secure payment of the sum of \$500.00 due one year from date.  
 For cancellation see Book C Page 106.

No. 13. : L. Woodworth, : RELEASE.  
 Book C : to : Dated Aug. 15, 1874.  
 Page 106 : John I. Smith. : Filed Aug. 18, 1874.

This certifies that a certain mortgage made to me by John I. Smith in the month of February or thereabouts, in 1873, conveying to me the NE $\frac{1}{4}$  of Section 15, in Township 14 North of Range 12, East, as security for the payment of a certain mortgage therein described for the sum of \$500.00 and interest is fully satisfied by the payment of said note and I hereby cancel and discharge said mortgage, this 15th day of August, 1874. L. Woodworth

One witness. Acknowledged Aug. 15, 1874 by Lucian Woodworth, before Byron Reed, Notary Public, with seal, Douglas County, Nebraska.

No. 14. : David Leach, Treasurer, of : TREASURER'S DEED.  
 Book I : Sarpy County, Nebraska, : Dated Sept. 25, 1871.  
 Page 11 : Attest: W. C. McLean, County Clerk, : Filed Sept. 26, 1871.  
 : to : Cons: \$62.82.  
 : Stephen D. Bangs. :

Conveys NE $\frac{1}{4}$  Section 15, Township 14 Range 12, 160 acres, and other property.

Sold September 2, 1867.

One witness. Acknowledged Sept. 25, 1871 by such Treasurer, before W. C. McLean, County Clerk, with seal, Sarpy County, Nebraska.

No. 15. : Wm. Robinson, Treasurer, Sarpy : TREASURER'S DEED.  
 Book I : County, Nebraska : Dated Apr. 29, 1874.  
 Page 19 : Attest: J. E. Campbell, County Clerk : Filed Apr. 29, 1874.  
 : to : Cons: \$230.18.  
 : Stephen D. Bangs. :

Conveys NE $\frac{1}{4}$  Section 15, Township 14 Range 12, 160, Sarpy County, Nebraska, and other property.

Sold September 4, 1871.

One witness. Acknowledged Apr. 29, 1874 by such Treasurer, before J. E. Campbell, County Clerk, with seal, Sarpy County, Nebraska.

No. 16. : Stephen D. Bangs and Jane B. H. Bangs, : QUIT CLAIM DEED.  
 Book K : his wife, : Dated May 4, 1874.  
 Page 485 : to : Filed May 4, 1874.  
 : John H. Maack. : Cons: \$525.00.

Quit Claims the NE $\frac{1}{4}$  of Section 15, in Township 14 North of Range 12, East of the 6th P. M., in Sarpy County, Nebraska.

The same being for tax titles held by Stephen D. Bangs on said land.

One witness. Acknowledged May 4, 1874 by Stephen D. Bangs and Jane B. H. Bangs, his wife, before J. E. Campbell, County Clerk, with seal, Sarpy County, Nebraska.

No. 17. : Marietta A. Smith and John I. : WARRANTY DEED.  
 Book H : Smith, : Dated Aug. 18, 1874.  
 Page 459 : to : Filed Aug. 18, 1874.  
 : John H. Maack. : Cons: \$3,840.00.

Conveys the NE $\frac{1}{4}$  of Section 15, in Township 14 North of Range 12, East of the 6th P. M., Sarpy County, Nebraska.

One witness. Acknowledged August 18, 1874 by Marietta A. Smith and John I. Smith, before Stephen D. Bangs, Clerk of the District Court, with seal, Sarpy County, Nebraska.

No. 18. : John H. Maack and Anna Maack, : MORTGAGE.  
 Book C : husband and wife, (signs A. Maack) : Dated Aug. 15, 1874.  
 Page 109 : to : Filed Aug. 27, 1874.  
 : Ferdinand Peterson. : Cons: \$2500.00.

Mortgages the NE $\frac{1}{4}$  of Section 15, in Township 14 North of Range 12, East, in Douglas County, Nebraska.

To secure payment of \$2500.00 due in one year after date.

Cancelled on the margin of the record in full April 28, 1881 by F. Peterson. Signed in presence of J. W. Thompson, County Clerk.

Cancelled on the margin of the record in full April 25, 1898, by Ferdinand Peterson. Attest: J. R. Wilson, County Clerk, By D. G. Fase, Deputy.

No. 19 : John Sautter, : LEASE.  
 Book L : to : Dated Sept. 10, 1890.  
 Page 628 : Gustav Arp. : Filed Sept. 10, 1890.  
 : : Cons: \$2940.00.

Leases NE $\frac{1}{4}$  Section 15 and N $\frac{1}{2}$  Section 23, all in Twp. 14 Range 12 East, Sarpy County, Nebraska, excepting and reserving from said last tract a strip of land containing about<sup>c</sup>12 acres of Cottonwood trees, all the Orchard Grapes and fruit trees, also about 4 or 5 acres of Grass land for the term of 3 years from March 1, 1891.

One witness. Acknowledged Sept. 10, 1890 by John Sautter and Gustoph Arp, before Louis Lesieur, Notary Public, with seal, Sarpy County, Nebraska.

No. 20. : John Sautter, : AFFIDAVIT.  
 Book 31 : to : Dated Apr. 22, 1898.  
 Page 226 : Whom it may concern. : Filed Apr. 28, 1898.

State of Nebraska, County of Sarpy, ss)

John Sautter, a resident of Papillion, Sarpy County, Nebraska, being

first duly sworn, deposes and says that on September 10, 1890 he gave a lease to Gustav Arp for three years on the SE $\frac{1}{4}$  of Sec. 15, Town. 14 Range 12 but is an error, it was recorded as upon the NE $\frac{1}{4}$  of Section 15, Town. 14, Range 12, which was a mistake, as he never had any claim upon said last described land but did own the SE $\frac{1}{4}$  of said Section and further deponent sayeth not.

John Sautter.

Subscribed in my presence and sworn to before me by the above named John Sautter, this 22d day of April, 1898.

(Notarial Seal) Louis Lesieur, Notary Public.  
Commission expires Feb. 1, 1904.

No. 21. : Isaac Cornish, : AFFIDAVIT.  
Book 31 : to : Filed Apr. 28, 1898.  
Page 227 : Whom it may concern. :

State of Nebraska, County of Sarpy, ss).

Isaac Cornish, a resident of Springfield, Sarpy County, Nebraska, being first duly sworn, deposes and says that on October 17th, 1857, he entered the NE $\frac{1}{4}$  of Section 15, Township 14 Range 12 and afterwards received a patent for the same, that on December 14th, 1858 he sold the same by a Warranty Deed to Aaron Wentz and at that time he was a single man of lawful age.

Dated April 26th, 1898.

Isaac Cornish

Subscribed in my presence and sworn to before me by the above named Isaac Cornish, this 26th day of April, 1898.

(Notarial Seal) Louis Lesieur,  
Notary Public.

Commission expires Feb. 1, 1904.

No. 22. : John H. Maack, widower, : WARRANTY DEED.  
Book 31 : to : Dated Apr. 27, 1898.  
Page 227 : Francis H. Frickee and : Filed Apr. 28, 1898.  
: William Frickee. : Cons: \$9000.00.

Conveys the NE $\frac{1}{4}$  of Section 15, Township 14 Range 12, East, Sarpy County, Nebraska, containing 160 acres, more or less, subject to the taxes of 1898. One witness. Acknowledged Apr. 27, 1898 by John H. Maack, a widower, before Louis Lesieur, Notary Public, with seal, Sarpy County, Nebraska. Commission expires Feb. 1, 1904.

No. 23. : Francis H. Frickee and : MORTGAGE.  
Book R : William Frickee, both single, : Dated Apr. 27, 1898.  
Page 368 : to : Filed Apr. 28, 1898.  
: John H. Maack. : Cons: \$3000.00.

Mortgages the NE $\frac{1}{4}$  of Section 15, Township 14 Range 12, East, Sarpy County, Nebraska, containing 160 acres, more or less. To secure payment of the sum of \$3000.00 due on or before Sept. 25, 1898. Cancelled on the margin of the record in full September 26, 1898 by John H. Maack. Attest: J. R. Wilson, County Clerk, by D. S. Fase, Deputy.

No. 24. : Francis Fricke and Mary Fricke, : MORTGAGE.  
Book 37 : husband and wife, : Dated Apr. 22, 1924.  
Page 335 : to : Filed Apr. 29, 1924.  
: E. C. Goerke. : Cons: \$15,000.00.

Mortgages the North East Quarter of Section 15, Twp. 14 Range 12, East, Sarpy County, Nebraska. To secure payment of one promissory note dated Apr. 22, 1924 and payable 60 days from date. For cancellation see Book 37 Page 485.

No. 25. : E. C. Goerke, : RELEASE.  
 Book 37 : to : Dated Aug. 23, 1924.  
 Page 485 : Francis Fricke & Mary Fricke. : Filed Aug. 25, 1924.  
 : : Cons: Payment.

Releases the mortgage made by Francis Fricke & Mary Fricke, to E. C. Goerke, on the North East Quarter of Sec. 15, Twp. 14, Range 12, Sarpy County, Nebraska, which is recorded in Book 37 of real estate mortgages, page 335 of the records of Sarpy County, Nebraska.

One witness. Acknowledged Aug. 23, 1924 by E. C. Goerke, before Chas. E. Marshall, Notary Public, with seal, Sarpy County, Nebraska. Commission expires Apr. 15, 1925.

No. 26. : James H. Latta, Plaintiff, : LIS PENDENS.  
 Book 41 : vs. : Filed Mar. 5, 1927.  
 Page 112 : Albert A. Patzman, Frances and :  
 : William Fricke, Defendants. :

Notice is hereby given that on the 26th day of February, 1927, an action was commenced in the District Court of the State of Nebraska, within and for the County of Sarpy, wherein James H. Latta is Plaintiff and Albert A. Patzman and Frances and William Fricke are defendants, the object and prayer of which petition is to realize \$2000.00 commission for procuring a buyer for the said Frances and William Fricke real property.

The following is a description of the real estate sought to be affected by said action: NE¼ of Section 15, in Township 14 of Range N. 12, in Sarpy County, Nebraska.

Dated March 4, 1927.

James H. Latta, Plaintiff.

No. 27. IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA.  
 James H. Latta, Plaintiff, )  
 vs. ) Case No. 4365.  
 Albert A. Patzman, Frances and ) Dock N. Page 194.  
 William Fricke, Defendants. )

Feb. 28, 1927.

Filed petition, the object and prayer of which are briefly set forth in the above Lis Pendens.

Oct. 19, 1927.

Ordered that this cause of action be and hereby is dismissed as to defendants William Fricke, Frances Fricke and John Fricke at costs of Plaintiff.

Costs paid.

No. 28. : Francis H. Frickee, : COPY OF AFFIDAVIT.  
 : to :  
 : Whom it may concern. :

State of Nebraska )  
 County of Douglas ) ss.

Francis H. Frickee, being first duly sworn, upon oath, deposes and says that he is a brother of William Frickee, who received title by warranty deed to the NE¼ of Section 15, Township 14, Range 12, Sarpy County, Nebraska, dated April 27, 1898, which said deed was filed for record and recorded in the office of the Recorder of Deeds for Sarpy County, Nebraska, on April 28, 1898, and recorded in Book 31 at Page 227 of the deed records of said County; that affiant is the same person as Francis Fricke, who on April 22, 1924, with his wife, Mary Fricke, executed a mortgage to E. C. Goerke, covering said land, which said mortgage was recorded in Book 37 at Page 355 of the mortgage records of Sarpy County, Nebraska; that Francis Fricke and Francis H. Frickee are one and the same person.

Further affiant sayeth not.

Francis H. Frickee

Subscribed and sworn to before me this 26th day of February, 1927.

Thomas J. Sheehan, Jr.

(Notarial Seal)

Notary Public.

Commission expires Oct. 2, 1932.

No. 29. : Francis H. Frickee and Mary Frickee, : WARRANTY DEED.  
 Book 53 : his wife, and William Frickee, single, : Dated Feb. 1, 1927.  
 Page 561 : to : Filed Mar. 10, 1927.  
 : H. S. Lower. : Cons: \$35,000.00.

Conveys the Northeast Quarter of Section 15, Twp. 14, Range 12, Sarpy County, Nebraska, containing 160 acres, more or less, according to the survey thereof.

One witness. Acknowledged February 1, 1927 by Francis H. Frickee, Mary Frickee and William Frickee, before Jos. E. Strawn, Notary Public, with seal, Sarpy County, Nebraska. Commission expires Nov. 7, 1931.

No. 30. : H. S. Lower and Susan Lower, : WARRANTY DEED.  
 Book 53 : husband and wife, : Dated Feb. 26, 1927.  
 Page 562 : to : Filed Mar. 10, 1927.  
 : F. M. Blezek and Catherine Blezek. : Cons: \$36,000.00.

Conveys the Northeast Quarter of Section 15, Township 14 Range 12, Sarpy County, Nebraska, containing 160 acres, more or less, according to the survey thereof.

One witness. Acknowledged February 26, 1927 by H. S. Lower and Susan Lower, before Thomas J. Sheehan, Jr. Notary Public, with seal, Sarpy County, Nebraska. Commission expires October 2, 1932.

No. 31. : F. M. Blezek and Catherine Blezek, : CONTRACT.  
 Misc. 7 : husband and wife, : Dated Oct. 14, 1929.  
 Page 206 : to : Filed Dec. 5, 1929.  
 : Nebraska Power Company (Corporate Seal): Cons: \$5.00.  
 : By Roy Page, Assistant General Manager :  
 : Attest: S. E. Schweitzer, Secretary. :

Party of the first part conveys to party of the second part, its lessees, successors or assigns, the perpetual right and easement and right-of-way to construct, operate and maintain its poles, electric transmission lines, wires, guys, and other fixtures and appliances over, upon, along and above the South half of the Northeast Quarter of Sec. 15, Twp. 14, R. 12, East of the 6th P. M., Sarpy County, Nebraska.

The electric transmission line shall be built of double pole construction commonly called "H" frame construction, with spacing between structures generally approximately 600 feet and not less than 400 feet. The poles of the individual "H" frames shall be set on ten foot centers, the center line of said "H" frames being the East and West center line of Section 15 aforementioned, this making one pole five feet north of and one pole five feet south of said East and West center line of said Sec. 15.

The Grantor does hereby further grant unto the Company, its lessees, successors, and assigns, the right, privilege and authority to enter upon and pass under said property, and the property of the grantor adjacent thereto, for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

Grantor further provides for the trimming of trees within 25 feet of Companys lines. The Company provides for the payment of all injury or damages to crops, livestock, etc. by the construction, operation, maintenance of said transmission lines.

Company further agrees that if the transmission constructed hereunder be abandoned for a period of 5 years the right-of-way easement hereby secured shall cease and terminate and this contract shall be of no further force and effect against property herein above described.

One witness. Acknowledged Oct. 14, 1929 by F. M. Blezek and Catherine Blezek, husband and wife, before A. G. Honner, Notary Public, with seal, Bon Homme County, South Dakota. Commission expires Oct. 2, 1932.

No. 32. : F. M. Blezek and Catherine Blezek, : WARRANTY DEED.  
 Book 59 : husband and wife, : Dated Apr. 15, 1939.  
 Page 81 : to : Filed July 12, 1939.  
 : The State of Nebraska. : Cons: \$157.30.

Conveys a strip of land lying over and across the Eastern part of the Northeast Quarter of Sec. 15, Twp. 14, North, Range 12, East of the 6th P.M., Sarpy County, Nebraska, described as follows: Beginning at the Northeast corner of said Sec. 15; thence Southerly on the East line of the Northeast quarter of said Sec. 15, a distance of 2657.3 feet to the Southeast corner of said Northeast quarter; thence Westerly on the South line of said Northeast quarter a distance of 37.5 feet; thence Northerly and on a line 37.5 feet Westerly from and parallel to said East line a distance of 1767.8 feet to a point, thence continuing Northerly a distance of 301.5 feet to a point 67.5 feet Westerly from and at right angles to said East line; thence continuing Northerly and on a line 67.5 feet Westerly from and parallel to said East line a distance of 475 feet to a point; thence Northwesterly a distance of 120.5 feet to a point on the North line of said Northeast quarter, said North line being also the Sarpy-Douglas County line; thence Easterly on said North line a distance of 105 feet to the point of beginning, containing 2.846 acres, more or less, which includes 2.064 acres, more or less, previously occupied as a public highway, the remaining .782 acres, more or less, being the additional acreage secured in this transaction.

One witness. Acknowledged April 15, 1939 by F. M. Blezek and Catherine Blezek, husband and wife, before A. S. Honner, Notary Public, with seal, Bon Homme County, South Dakota. Commission expires October 1, 1940.

No. 33. : F. M. Blezek and Catherine : WARRANTY DEED.  
 Book 62 : Blezek, husband and wife, : Dated Jan. 24, 1944.  
 Page 242 : to : Filed Feb. 3, 1944.  
 : Carl J. Camenzind and Mary B. : Cons: \$22,400.00.  
 : Camenzind, husband and wife, as Joint : Int. Rev.: \$24.75.  
 : Tenants and not as tenants in common. :

Conveys the Northeast Quarter of Section 15, Township 14 North, Range 12, East of the 6th P. M., in Sarpy County, Nebraska.

Subject to taxes for the year 1943 and all taxes subsequently levied and assessed against the premises.

It being the intention of all parties hereto, that in the event of the death of either of said grantees, the entire fee simple title to the real estate described herein shall vest in the surviving grantee.

One witness. Acknowledged January 24, 1944 by F. M. Blezek and Catherine Blezek, husband and wife, before A. G. Honner, Notary Public, with seal, Bon Homme County, South Dakota. Commission expires Oct. 1, 1944.

No. 34. : Carl J. Camenzind and Mary B. : MORTGAGE.  
 Book 50 : Camenzind, husband and wife, : Dated Jan. 24, 1944.  
 Page 618 : to : Filed Feb. 3, 1944.  
 : F. M. Blezek and Catherine : Cons: \$11,200.00.  
 : Blezek, husband and wife. :

Mortgages the Northeast Quarter of Section 15, Township 14 North, Range 12, East of the 6th P. M., Sarpy County, Nebraska.

To secure payment of \$11,200.00 on or before February 1, 1949.  
 For cancellation see Book 61 Page 259.

No. 35. : Carl J. Camenzind and Mary B. : RIGHT OF WAY AGREEMENT.  
 Misc. 12 : Camenzind, his wife, : Dated Nov. 21, 1945.  
 Page 598 : to : Filed Feb. 14, 1946.  
 : Great Lakes Pipe Line Co. : Cons: \$5.00.

Grants to Great Lakes Pipe Line Co., its successors or assigns the right to lay, maintain, operate, relay and remove at any time a pipe line or pipe lines for the transportation of oil or oil products, gas and water, and if necessary, to construct, and maintain, operate and remove telegraph and telephone lines with right of ingress and egress to and from the same on, over and through certain lands situated in Sarpy County, Nebraska, to-wit: The Northeast Quarter of Section 15, Township 14, Range 12.

The said grantors, their heirs, or assigns are to fully use and enjoy

the said premises except the easement for the purposes herein before granted to the said Great Lakes Pipe Line Co., its successors and assigns. The said Great Lakes Pipe Line Co., for itself and its successors or assigns hereby covenants to bury the line of pipe so that the same will not interfere with the cultivation of said premises. All damages to crops, surfaces, fences or other improvements on said premises for and because of the laying of each line of pipe and each telegraph and telephone line shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each rod or fraction thereof of land on these premises across which said line is laid. Additional line shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops or other improvements which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or telegraph or telephone lines, cannot be mutually agreed upon and then same shall be ascertain and determine by three disinterested persons, one thereof to be appointed by the owner of the premises, one by Great Lakes Pipe Line Co., its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons be final and conclusive. Telegraph and telephone lines if constructed above ground, shall be located along property line or fence line.

No witness. Acknowledged November 21, 1945 by Carl J. Camenzind and Mary B. Camenzind, his wife, before T. B. Campbell, Notary Public, with seal, Douglas County, Nebraska. Commission expires July 19, 1946.

No. 36. : F. M. Blezek and Catherine : RELEASE.  
 Book 61 : Blezek, husband and wife, : Dated Feb. 16, 1949.  
 Page 259 : to : Filed Mar. 14, 1950.  
 : Carl J. Camenzind and Mary B. : Cons: Payment.  
 : Camenzind, husband and wife. :

Releases the mortgage made by Carl J. Camenzind and Mary B. Camenzind, husband and wife, to F. M. Blezek and Catherine Blezek, husband and wife, on the Northeast Quarter of Section 15, Township 14 North, Range 12, East of the 6th P. M., Sarpy County, Nebraska, which mortgage is recorded in Book 50 of Mortgages Page 618 of the Mortgage Records of Sarpy County, Nebraska.

No witness. Acknowledged February 16, 1949 by F. M. Blezek and Catherine Blezek, husband and wife, before Frank Biegelmeier, Notary Public, with seal, Yankton County, South Dakota. Commission expires July 15, 1950.

No. 37. : Carl J. Camenzind, : FARM LEASE.  
 Misc. 17 : and : Dated Feb. 12, 1954.  
 Page 209 : O. S. Borg. : Filed June 17, 1954.  
 : : Cons: \$1,000.00.

Leases the Northeast Quarter of Section 15, Township 14, Range 12, East of the 6th P. M., Sarpy County, Nebraska, from March 1, 1954 to March 1, 1955.

No witness. Acknowledged February 12, 1954 by Carl Camenzind and O. S. Borg, before T. B. Campbell, Notary Public, with seal, Douglas County, Nebraska. Commission expires July 19, 1958.

No. 38. : Carl Camenzind, : LEASE.  
 Misc. 20 : and : Dated Mar. 1, 1956.  
 Page 467 : Richard Borg. : Filed Aug. 13, 1956.  
 : : Cons: \$900.00.

Leases the Northeast Quarter of Section 15, Township 14, Range 12, East of the 6th P. M., Sarpy County, Nebraska, together with the farm buildings and improvements thereon, from the first day of March, 1956 to the first day of March, 1957.

No witness. Acknowledged Apr. 18, 1956 by Carl Camenzind and Richard Borg, before Robert G. Minturn, Notary Public, with seal, Douglas County, Nebraska. Commission expires August 12, 1961.

No. 39. : Carl J. Camenzind and Mary B. : EASEMENT.  
 Book 23 : Camenzind, : Dated Feb. 3, 1956.  
 Page 166 : to : Filed Mar. 31, 1958.  
 : Omaha Public Power District, : Cons: \$1750.00.  
 : (Corporate Seal) :  
 : By C. F. Moulton, Assistant General :  
 : Manager, :  
 : Attest: F. Hawley, Assistant Secretary :

The undersigned herein or after called grantor, hereby grants and conveys to Omaha Public Power District, herein and after called District, its successors and assigns, a perpetual easement to construct, operate and maintain a three phase 161 kilo-volt electric transmission line together with necessary poles, wires, guys and other fixtures and appliances over, upon, along and above the property hereindescribed upon the terms and conditions set forth, property covered in right-of-way: Northeast Quarter of Section 15, Township 14, North, Range 12, East of the 6th P. M., Sarpy County, Nebraska.

Beginning at a point 960 feet more or less South of the Northwest corner of the Northeast Quarter and on the West line of same, thence Southeasterly to a point 500 feet more or less West of the Southeast corner of said Northeast Quarter, and on the South line of the Northeast Quarter.

The wood pole structures to be set upon above described premises shall not exceed five two-pole in number except that one additional wood two pole H frame structure may be placed upon an additional payment of \$350.00 per such additional structure to grantors, their successors or assigns.

Conditions: The grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the grantor adjacent thereto, for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The grantor hereby grants to the District, its successors and assigns the permanent right, privilege and authority to cut down trees under or within 25 feet of the District lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said line in breaking off and falling over or against said line. All refuse or debris from such tree cutting and trimming shall be disposed of by burning cut trees, 8 foot to 10 foot logs.

The District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the grantor, and the District agrees to indemnify and save harmless the grantor from any and all such damage and loss arising or accruing to such property, solely by reason of the District negligence in the construction operation and maintenance of said electric line. This easement is binding on the heirs, executors, administrators and assigns of grantors.

No witness. Acknowledged February 3, 1956 by Carl J. Camenzind and Mary B. Camenzind, husband and wife, before Reginald Megle, Notary Public, with seal, Douglas County, Nebraska. Commission expires October 14, 1961.

No. 40. : Carl J. Camenzind and Mary B. : WARRANTY DEED.  
 Book 101 : Camenzind, husband and wife, : Dated Jan. 10, 1961.  
 Page 665 : to : Filed Jan. 11, 1961.  
 : Northwestern Bell Telephone Company : Cons: \$2.00 and other  
 : : valuable consideration.  
 : : Int. Rev.: \$15.95.

Conveys the following described real estate, situate in Sarpy County, Nebraska, to-wit: That part of the Northeast Quarter of Section 15, Township 14 North, Range 12, East of the 6th P. M., all in Sarpy County, Nebraska, described as follows: Commencing at the Northeast corner of Section 15, Township 14 North, Range 12, East of the 6th P. M., shall in Sarpy County, Nebraska, thence West 105 feet to the point of beginning, thence South along the highway right of way 353 feet, thence West 600 feet, thence North 353 feet to the section line, thence East 600 feet to the point of beginning, subject to right of way for Harrison Street.

No witness. Acknowledged January 10, 1961 by Carl J. Camenzind and Mary B. Camenzind, husband and wife, before Bernard A. Thomas, Notary Public, with seal, Douglas County, Nebraska. Commission expires October 17, 1963.

No. 41. : Great Lakes Pipe Line Company, a : RELEASE OF RIGHT OF  
 Book 120 : Delaware Corporation, (Corporate Seal) : WAY EASEMENT.  
 Page 354 : By R. L. Wagner, Administrative Vice : Dated Apr. 13, 1961.  
 : President, : Filed May 18, 1961.  
 : Attest: L. B. Seck, Secretary, : Cons: \$1.00 and other  
 : to : valuable consideration  
 : Northwestern Bell Telephone Company. :

Release, quit claim and convey unto Northwestern Bell Telephone Company all of its right, title and interest in the following and no other described real estate situated in Sarpy County, Nebraska, to-wit:

Assuming the East line of the Northeast Quarter to be due North and South: Commencing at the Northeast corner of the NE $\frac{1}{4}$  of Section 15, Township 14, North, Range 12, East of the 6th Principal Meridian; thence running South 89° 57' 52" West along the North property line of said Northeast Quarter a distance of 105.00 feet to a point; thence on a bearing of South 18° 08' 03" East and running a distance of 34.72 feet to the point of beginning which is a point on the West property line of State Highway 31 also known as 84th Street; thence on a bearing of South 89° 57' 52" west and running 33.00 feet South of and parallel to the North property line of said Northeast Quarter a distance of 600.00 feet to a point; thence on a bearing of South 0° 02' 08" East and running a distance of 320.00 feet to a point; thence on a bearing of North 89° 57' 52" East and running a distance of 626.50 feet to a point on the West property line of said State Highway 31; thence on a bearing of North 0° 00' 00" West and running a distance of 238.46 feet to a point; thence on a bearing of North 18° 08' 03" West and running a distance of 85.78 feet to the point of beginning, acquired by virtue of that certain Right of Way Agreement executed by Carl J. Camenzind and Mary B. Camenzind, husband and wife, dated November 21, 1945, and recorded in Book 12 of Misc. Records, Page 598, in the Office of the County Clerk of the aforementioned County and State, it being the intent of Grantors to extinguish said right of way agreement only insofar as it applies to the above described land.

By acceptance hereof, Grantees acknowledge and agree that Great Lakes Pipe Line Company, its successors and assigns, are hereby released from the covenants contained in said right of way agreement as to the lands herein released from the burdens thereof.

No witness. Acknowledged April 13, 1961 by R. L. Wagner, Administrative Vice President of Great Lakes Pipe Line Company, a Delaware corporation, in due form for said corporation, by authority of its Board of Directors, before Ned William, Notary Public, with seal, Jackson County, Missouri. Commission expires September 11, 1964.

No. 42. : Carl J. Camenzind and Mary B. : WARRANTY DEED.  
 Book 104 : Camenzind, husband and wife, : Dated July 10, 1961.  
 Page 134 : to : Filed July 13, 1961.  
 : Northwestern Bell Telephone Company. : Cons: \$2.00 and other  
 : : valuable consideration.

Conveys the following described real estate, situate in Sarpy County, Nebraska, to-wit: That part of the Northeast Quarter of Section 15, Township 14 North, Range 12, East of the 6th P. M., all in Sarpy County, Nebraska, described as follows: Commencing at the Northeast corner of said Section 15, Township 14 North, Range 12, East of the 6th P.M.; thence West along the North section line of said section 105 feet; thence South 18° .08' .03" East, 34.72 feet to a point of beginning, which point of beginning is the intersection of the West right of way line of Highway 31, also known as 84th Street with the South right of way line of Harrison Street; thence West along a line 33 feet South of & Parallel to the North section line of said Section 580.25 feet; thence South 0° .02' .08" East 320 feet; thence East on a line parallel to the North section line of said Section 606.75 feet to the West right of way line of said 84th Street; thence North along said West right of way line 238.46 feet; thence North 71° .51' .57" West and continuing along said West right of way line of said 84th Street 85.78 feet to the point of beginning.

This deed is given in substitution of, and to correct, the description in a certain deed from the grantors to the grantee dated Jan. 10, 1961, recorded Jan. 11, 1961, in Book 101 of Deeds, Page 665, in the office of the Register of Deeds, in Sarpy County, Nebraska.

No witness. Acknowledged July 10, 1961 by Carl J. Camenzind and Mary B. Camenzind, husband and wife, before Philip R. Kneifl, General Notary Public, with General Notarial Seal, State of Nebraska. Commission expires October 19, 1963.

No. 43. : Carl J. Camenzind and Mary B. : WARRANTY DEED.  
 Book 108 : Camenzind, husband and wife, : Dated May 24, 1962.  
 Page 223 : to : Filed May 25, 1962.  
 : Kelly McMahon Construction, Inc., : Cons: \$1.00 and other  
 : a Nebraska corporation. : valuable consideration.  
 : : Int. Rev.: \$414.15.

Grantors do hereby grant, bargain, sell, convey and confirm unto Kelly McMahon Construction, Inc., a Nebraska corporation, the NE $\frac{1}{4}$  of Section 15, Township 14 North, Range 12, East of the 6th P. M., in Sarpy County, Nebraska, except parcel conveyed to Northwestern Bell Telephone Company by deed recorded in Book 104 at Page 134 of the Deed Records in the Office of the County Clerk of said County and except parcel conveyed to the State of Nebraska by deed recorded in Deed Book 59 at Page 81 in the office of the County Clerk of said County.

Subject to State and County taxes which become due and payable Jan. 1, 1963 and all special assessments becoming due and payable after May 24, 1962; also subject to all easements of record on May 24, 1962.

No witness. Acknowledged May 24, 1962 by Carl J. Camenzind and Mary B. Camenzind, husband and wife, before Philip R. Kneifl, Notary Public, with seal, Douglas County, Nebraska. Commission expires Oct. 19, 1963.

No. 44. : Kelly McMahon Construction, Inc. : MORTGAGE.  
 Book 130 : (Corporate Seal) : Dated May 24, 1962.  
 Page 507 : By C. E. McMahon, President, : Filed May 24, 1962.  
 : Attest: Gentry R. Davis, Secretary, :  
 : to : Cons: \$326,040.00.  
 : Carl J. Camenzind and Mary B. Camenzind :  
 : husband and wife, as Joint Tenants, with:  
 : right of survivorship. :

Mortgages the NE $\frac{1}{4}$  of Section 15, Township 14 North, Range 12, East of the 6th P. M., in Sarpy County, Nebraska, except parcel conveyed to Northwestern Bell Telephone Company by deed recorded in Book 104 at Page 134 of the Deed Records in the office of the County Clerk of said County and except parcel conveyed to the State of Nebraska, by deed recorded in Deed Book 59 at Page 81 in the office of the County Clerk of said County.

It being the intention of all parties hereto that upon the death of either of the mortgagees, the full title to this mortgage shall vest in the surviving mortgagee.

Provided, Always, that these presents are upon the express condition that if the mortgagor or assign shall pay or cause to be paid to the mortgagees the sum set forth in paragraph 1 hereof in installments beginning one year after date hereof and ending six years after date hereof, according to the tenor of one promissory note of even date executed by the mortgagor, then these presents are to be void; otherwise, to remain in full force.

Mortgagor reserves the right to plat and subdivide the premises and to sell lots from time to time. Mortgagees agree to join with the mortgagor in the execution of said plat and do thereby gratuitously release the lien of this mortgage from the streets and acres dedicated to the public in said plat.

Mortgagor may without penalty prepay all or any part of this mortgage at any time. All amounts prepaid shall be credited toward the next maturing annual installment of principal. Mortgagees will deliver to the mortgagor partial releases of this mortgage upon receipt (either by prepayment or by payment of regular installments) of \$2500.00 for each acre selected by mortgagor for release. After platting, a uniform per lot release price shall be agreed upon by mortgagor and mortgagees based upon the average amount of land included in each lot.

No witness. Acknowledged May 24, 1962 by C. E. McMahon, President of the Kelly McMahon Construction, Inc., in due form for said corporation, before Philip R. Kneifl, Notary Public, with seal, Douglas County, Nebraska. Commission expires Oct. 19, 1963.

IN THE OFFICE OF THE COUNTY CLERK OF DOUGLAS COUNTY, NEBRASKA

No. 45 : Articles of Incorporation : Dated May 16, 1962  
Book 89 : of : Filed May 21, 1962  
Page 509 : Kelly McMahon Construction, Inc. :

First: The name of this corporation shall be Kelly McMahon, Construction, Inc.

Second: The Principal office or place of business of the corporation is to be located in Omaha, Douglas County, Nebraska. The name of the resident agent of said corporation is John W. Delehant and his address is 4802 Dodge Street, Omaha, Nebraska.

Third: Provides for capital stock in the amount of \$20,000.00.

Fourth: The minimum amount of capital with which said corporation will commence business is \$500.00.

Fifth: The names and places of residence of each of the incorporators of this corporation are as follows:

Names	Residences
John W. Delehant	6608 Farnam Street, Omaha, Nebraska
Helen A. Goebel	305½ South 50th St., Omaha, Nebraska

Sixth: The nature of the business and objects and purposes to be transacted, promoted or carried on are as follows:

1. To conduct a land development business; to purchase or otherwise acquire, to lease, rent, mortgage, encumber, improve, sell or otherwise dispose of all types of real estate, and to construct and improve all types of buildings and structures.

2. To buy, rent, sell and mortgage all types of real and personal property; to borrow money for any of the purposes of the corporation from time to time without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable and non-negotiable instruments and evidences of indebtedness and to secure the payment thereof and of the interest thereon by mortgages on or pledge, conveyance or assignment in trust of the whole or any part of the assets of the corporation, whether at the time owned or thereafter acquired; to guaranty and act as surety for the obligations of third persons.

3. To purchase, hold, sell, transfer, reissue or cancel shares of its own capital stock or of any securities or other obligations of the corporation in the manner and to the extent now or hereafter permitted by the laws of Nebraska.

4. In general to carry on any business not contrary to the laws of Nebraska and to have and exercise all the powers conferred by the laws of Nebraska upon corporations formed thereunder, and to do any and all of the acts and things herein provided for to the same extent as natural persons could do, and in any part of the world, either alone or in conjunction with one or more persons, entities, syndicates, partnerships, associations or corporations; to establish and maintain offices and agencies within and anywhere outside of the State of Nebraska; and to exercise all or any of its corporate powers or rights in the State of Nebraska; and in any and all other states, territories, districts, colonies, possessions or dependencies of the United States of America and in any foreign countries.

5. To do everything necessary, proper, advisable or convenient for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers herein provided for and to do every other act and thing incidental thereto in connection therewith provided the same be not forbidden by the laws of Nebraska.

Seventh: This corporation shall commence its existence upon the filing of a certified copy of these articles with the County Clerk of Douglas County, Nebraska, and shall have perpetual existence thereafter.

Eighth: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

Ninth: Provides for Board of Directors and Annual Meetings.

Tenth: Provides for By-Laws.

Eleventh: Provides for Amendments

John W. Delehant,  
Helen A. Goebel

No witness. Acknowledged May 16, 1962 by John W. Delehant and Helen A. Goebel, before Richard E. Croker, Notary Public, with seal, Douglas County, Nebraska. Commission expires July 8, 1963.

Frank Marsh Secretary of State of the State of Nebraska, with seal, certifies that the attached is a true and correct copy of Articles of Incorporation of Kelly McMahon Construction, Inc., Omaha, Nebraska, as filed in this office on May 17, 1962, and recorded on film Roll No. 2, at Page 1877 Miscellaneous Incorporations. Certificate dated May 17, 1962.

No. 46	:	P L A T	:	Dated Apr. 24, 1962.
Book 94	:	of	:	Filed May 24, 1962
Page 508	:	PARK VIEW HEIGHTS	:	
	:	A Subdivision located in the Northeast	:	
	:	Quarter of Section 15, Township 14 North,	:	
	:	Range 12 East of the 6th P.M., Sarpy	:	
	:	County, Nebraska.	:	

SURVEYOR'S CERTIFICATE

I hereby certify that we have surveyed the subdivision described herein and have placed iron pins (or, on completion of grading will place iron pins) at the corners of all lots, streets, avenues, angle points and ends of all curves. Said subdivision is known as Park View Heights and is located in the Northeast Quarter of Section 15, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska more particularly described as follows:

Beginning at a point 37.5 feet Westerly of the Southeast corner of the Northeast Quarter of said Section 15; thence N 89°55'00"W along the South line of the Northeast Quarter of said Section 15 a distance of 1270.30 feet; thence N 00°05'00"E a distance of 70.0 feet; thence N 1°49'33"W a distance of 114.47 feet; thence N 11°29'03"W a distance of 50.15 feet; thence N 15°04'42"W a distance of 195.96 feet; thence N 10°07'17"W a distance 150.0 feet; thence on a 335.0 foot radius curve to the left a distance of 97.14 feet; thence N 51°04'35"W along the centerline of the powerline easement a distance 583.61 feet; thence N 38°55'25" E a distance of 141.20 feet; thence N 22°11'10" E a distance of 50.50 feet; thence N 31°19'12" E a distance of 124.54 feet; thence N 51°04'35" W a distance of 488.98 feet; thence N 29°35'26" E a distance of 146.70 feet; thence N 62°42'30" E a distance of 94.81 feet; thence N 76°09'35" E a distance of 70.0 feet; thence N 13°50'25" W a distance of 125.0 feet; thence N 29°23'13" W a distance of 51.84 feet; thence N 13°50'25" W a distance of 111.65 feet; thence S 82°55'19" W a distance of 190.49 feet; thence N 00°26'30" E a distance of 255.0 feet; thence N 7°30'21" E a distance of 86.33 feet; thence S 89°50'30" E a distance of 193.02 feet; thence N 00°09'30" E a distance of 125.0 feet; thence N 89°50'30" W a distance of 5.0 feet; thence N 00°09'30" E a distance of 208.0 feet; thence S 89°50'30" E along the North line of the Northeast Quarter of said Section 15 a distance of 195.0 feet; thence S 00°09'30" W a distance of 208.0 feet; thence N 89°50'30" W a distance 5.0 feet; thence S 00°09'30" W a distance of 125.0 feet; thence S 89°50'30" E a distance of 60.0 feet; thence S 00°09'30" W a distance of 140.0 feet; thence S 5°40'36" E a distance of 193.61 feet; thence S 71°45'34" E a distance of 107.79 feet; thence N 44°22'00" E a distance of 130.0 feet; thence S 45°38'00" E a distance of 396.96 feet; thence N 44°22'00" E a distance of 50.0 feet; thence S 45°38'00" E a distance of 219.32 feet; thence on a 315.0 foot radius curve to the right a distance of 50.82 feet; thence N 53°36'39" E a distance of 156.12 feet; thence S 45°38'00" E a distance of 47.53 feet; thence N 89°51'46" E a distance of 500.95 feet; thence S 46°11'00" E a distance of 24.38 feet; thence S 67°08'30" E a distance of 143.78 feet; thence S 00°11'00" W 37.5 feet West of and parallel to the East line of the Northeast Quarter of said Section 15 a distance of 1599.37 feet to the point of beginning.

Date: April 24, 1962

(SEAL)

Gollehon & Schemmer, Inc.  
Engineers - Planners  
William A. Fell,  
Registered Land Surveyor L. S. 125.

DEDICATION

Know All Men By These Presents: That we Carl J. Camenzind and Mary B. Camenzind, husband and wife, Mortgagees, Kelly McMahon Construction, Inc., owner, a Nebraska Corporation, C. E. McMahon, President, being sole owners and proprietors of the land described in the Surveyor's Certificate and embraced within this plat have caused the same to be subdivided into lots and streets, said subdivision to be known as Park View Heights, the lots numbered as shown, and we hereby ratify and approve of the disposition of our property as shown on this plat, and we hereby dedicate to the public, for public use, the streets shown herein. The above or foregoing subdivision in the Northeast Quarter of Section 15, Township 14 North, Range 12 East of the 6th P.M., as appears on this plat is made with free consent and in

accordance with the desire of the undersigned owners and proprietors and Mortgagees further release from their mortgage Lots 13 and 90 to be acquired for Park use by the Sanitary and Improvement District embracing this plat.

In witness whereof, we do hereunto set our hands this 24th day of May A. D. 1962.

Carl J. Camenzind  
Mary B. Camenzind

Kelly McMahon Construction, Inc.  
Gentry R. Davis, Secretary  
C. E. McMahon, President (CORP.SEAL)

No witness. Acknowledged May 24, 1962 by Carl J. Camenzind and Mary B. Camenzind, husband and wife, and also C. E. McMahon, President of Kelly McMahon Construction, Inc., a corporation, in due form for said corporation before Nellie E. Booze, Notary Public with seal, Douglas County, Nebraska.

Commission expires March 8, 1964.

#### COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyor's Certificate and embraced in this plat as shown by the records of this office.

Date: April 24, 1962

Robert M. Eby,  
County Treasurer (TREASURER'S SEAL)

#### APPROVAL OF COUNTY SURVEYOR

I hereby approve of this plat of Park View Heights, the lots numbered as shown on this 24th day of April, A. D. 1962.

Francis I. Waltz, (SEAL)  
County Surveyor

#### APPROVAL OF THE LA VISTA BOARD OF TRUSTEES

This plat of Park View Heights was approved by the LaVista Board of Trustees this 24th day of April A. D. 1962.

Attest: Donald Obrieht

George Spreier, Chairman  
(Village of LaVista Seal)

No. 47 : IN THE DISTRICT COURT OF SARPY COUNTY, : DECREE.  
Misc. 30 : NEBRASKA. : Filed Aug. 28, 1962  
Page 332 : VILLAGE OF LA VISTA, :  
: Plaintiff. : Doc. 1 Page 136  
: vs. : Case No. 8221  
: KELLY McMAHON CONSTRUCTION, INC. :  
: Defendant. :

This matter came on to be heard on the petition of the plaintiff, the answer of the defendant and the reply of the plaintiff. The Court being fully advised in the matter finds as follows:

1. The allegations of plaintiff's petition are true as to the territory hereinafter described.
2. The territory hereinafter described would receive material benefit by its annexation to the plaintiff village.
3. Justice and equity require the annexation to plaintiff of said territory.

It is therefore adjudged and decreed that the area portrayed on the plat, exhibit "A", attached hereto and made part hereof, which area is legally described as:

Lots 2 through 12, inclusive, and Lots 14 through 159, inclusive in Park View Heights, a subdivision abutting streets and roads,

be and the same hereby is annexed to the Village of LaVista in Sarpy County, Nebraska; and the territory herein described shall, upon filing of a certified copy of this decree and plat in the office of the County Clerk to be included and become a part of the Village of LaVista and the inhabitants of such territory shall receive the benefits of and be subject to the ordinances and regulations of said Village.

All costs are taxed to the plaintiff.

Dated August 27th, 1962.

BY THE COURT  
John M. Dierks, Judge.

Approved as to form:  
John W. Delehant,  
Attorney for Defendant.

Caroline Beerline, Clerk of the District Court in and for Sarpy County in the Second Judicial District of Nebraska, with seal, by Lucille Buesing, Deputy Clerk District Court certifies that the above and foregoing is a true copy of decree entered in a cause in said Court wherein Village of LaVista, plaintiff and Kelly McMahon Construction, Inc., defendants, Doc. 1, Page 136, case No. 8221, as the same appears upon the records of said Court now in her charge remaining as Clerk aforesaid.

Certificate dated August 28, 1962.

No. 48 :Kelly McMahon Construction, Inc. :RESTRICTIVE COVENANT  
Book 30 :(Corporate Seal) :Dated October 15, 1962  
Page 567 :By C. E. McMahon, President :Filed Nov. 2, 1962  
:Attest: Gentry R. Davis, Secretary:  
: to :  
: Whom it May Concern :

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1995:

Lots 1 through 159, both inclusive, in Park View Heights, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use, for park, recreational, church or school purposes; except that Lots 14, 15, 16, 57, 158 may also be used for multi-family structures and Lots 143 and 159 and the East 138 feet of Lot 57 may also be used for multi-family structures or commercial purposes.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Dwellings constructed in another addition or location shall not be moved to any lot within this addition. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

D. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables, conduits, poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of said side lot lines within 36 months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement ways.

E. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot.

No. 49 : Great Lakes Pipe Line Company : RELEASE OF RIGHT OF  
 Book 31, : (Corporate Seal) : WAY  
 Page 354. : By Grey Linsley, Vice President : Dated March 7, 1963  
 : Attest: W. C. Nulton, Asst. : Filed March 20, 1963  
 : Secretary :  
 : to :  
 : Kelly McMahon Construction, Inc. :  
 : (Corporate Seal) :  
 : By C. E. McMahon, President :  
 : Attest: Gentry R. Davis, Secretary:

Know all men by these presents that Great Lakes Pipe Line Company, a Delaware Corporation with its principal place of business in Kansas City, Missouri, party of the first part, hereinafter called Grantor, for and in consideration of \$1.00 in hand paid by Kelly McMahon Construction, Inc., a Nebraska Corporation, party of the second part, hereinafter called Grantee, and the covenants hereinafter contained to be kept by Grantee, does hereby release, quitclaim, and convey unto said Kelly McMahon Construction, Inc., with the intent to extinguish, all of its right, title and interest acquired by virtue of that certain Right of Way Agreement executed by Carl J. Camenzind and Mary B. Camenzind, husband and wife, on Nov. 21, 1945 and filed for record in the office of the County Clerk of Sarpy County, Nebraska on Febr. 14, 1946, in Book 12 of Miscellaneous at page 598, in and to the following, and no other described land in the County of Sarpy and state of Nebraska:

The NE $\frac{1}{4}$  of Section 15, Township 14 North, Range 12 East of the 6th Principal Meridian except that part conveyed by Carl J. Camenzind and Mary B. Camenzind by Warranty Deed dated Jan. 10, 1961 and filed in Book 101 at page 665 in the records of the County Clerk of Sarpy County, Nebraska and except that part owned by the State of Nebraska: for highway purposes, excepting and reserving unto Grantor, its successors and assigns all right, title and interest acquired by virtue of the aforementioned Right of Way Agreement in and to the following described tract of land: A certain strip or parcel of land situated in the NE $\frac{1}{4}$  of Section 15, Township 14 North, Range 12 East, except street right-of-ways, said strip or parcel being more particularly described as follows: Commencing at the southeast corner of said NE $\frac{1}{4}$  of Section 15; thence North 0° 11' 00" East along the east line of said NE $\frac{1}{4}$  a distance of 1,578.40 feet to the point of beginning; thence North 67° 08' 30" West, a distance of 184.42 feet; thence North 46° 11' 00" West, a distance of 24.38 feet to a point on the north line of Lot 57 in Park View Heights, a subdivision in said NE $\frac{1}{4}$  of Section 15, thence South 89° 56' 45" West along said north line of Lot 57, a distance of 80.00 feet; thence North 24° 54' 01" West, a distance of 152.75 feet; thence North 46° 11' 00" West, a distance of 281.58 feet; thence North 45° 38' 00" West, a distance of 922.31 feet to a point on the north line of said NE $\frac{1}{4}$  of Section 15; thence South 89° 50' 30" East along said north line a distance of 143.42 feet to a point, said point being 1054.33 feet westerly, measured along said north line from the northeast corner of said NE $\frac{1}{4}$  of Section 15; thence South 45° 38' 00" East, a distance of 819.03 feet; thence South 46° 11' 00" East, a distance of 486.98 feet; thence South 67° 08' 30" East, a distance of 124.13 feet to a point on the east line of said NE $\frac{1}{4}$ ; thence South 0° 11' 00" West, along said east line a distance of 108.38 feet to the point of beginning.

To have and to hold unto the said Grantee, its successors and assigns forever.

It is strictly understood that nothing herein contained shall in anywise diminish Grantor's right, title, and interest, in and to the tract of land above excepted unto Grantor.

It is further understood and agreed that the said Grantee, its successors and assigns, will not erect, construct or create any building, improvement, structure or obstruction of any kind either on, above or below the surface of the ground on the strip or tract of land above excepted unto Grantor, or change the grade thereof, or cause or permit these things to be done by others, without the express written permission of Grantor. The Grantee shall assume, indemnify and save harmless the Grantor, its successors and assigns, from all cost, loss, damage, expense or claim of any nature arising from any acts of the Grantee so permitted by the Grantor and arising from the existence of any construction so permitted. The terms of this agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

It is further understood and agreed that Grantor is hereby released from the covenants contained in the aforesaid Right of Way Agreement as to the lands herein released from the burdens thereof.

No witness. Acknowledged March 7, 1963 by Grey Linsley, Vice-President of Great Lakes Pipe Line Company in due form for said corporation by authority of its Board of Directors, before Ned Williams, Notary Public with seal, Jackson County, Missouri.

Commission expires September 11, 1964.

No witness. Acknowledged February 27, 1963 by C. E. McMahon, President of the Kelly McMahon Construction, Inc., a corporation, in due form for said Kelly McMahon Construction, Inc., a corporation, before Paul G. Anderson, Notary Public with seal, Douglas County, Nebraska.

Commission expires September 19, 1968.

The sidewalk shall be placed five feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof.

F. The following building restrictions shall apply to the following lots:

(1) The following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 900 square feet on the ground floor for a one-story house; 950 square feet throughout the house for a bi-level, tri-level, split-level, split-entry,  $1\frac{1}{2}$  story or taller house but the foundation walls must enclose an inside ground area of not less than 700 square feet. In addition, each single-family dwelling shall either provide covered parking space for at least one car (detached, attached or basement garages or carports being permitted), or if covered space is not provided, then one side yard shall be sufficiently wide for a one car attached garage plus the minimum side yard.

(2) The following lot minimums shall apply: Minimum area of building plot: 7500 square feet. Minimum front yard: 35 feet. Minimum side yard for main residential structure: 7 feet.

(3) Notwithstanding the provision of this Paragraph No. F, the restrictive provisions for lot area, side yards, and front yard shall automatically be amended as to any lot for which the Board of Trustees of the Village of La Vista, Nebraska shall determine and permit a lesser area or distance.

G. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the undersigned as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given its written approval therefor. The restrictions of this paragraph shall terminate January 1, 1967.

No witness. Acknowledged October 15, 1962 by C. E. McMahon, President of Kelly McMahon Construction, Inc., in due form for said corporation before Donald D. Carstesen, Notary Public, with seal, Douglas County, Nebraska.

Commission expires January 18, 1968.

No. 50	:	Jefferson E. Davis, Jr. and Martha	:	M O R T G A G E.
Book 157	:	L. Davis, husband and wife,	:	Dated Aug. 2, 1965
Page 377	:	to	:	Filed Aug. 9, 1965 at
	:	The Prudential Insurance Company	:	12:40 o'clock P.M.
	:	of America.	:	Cons: \$20,000.00
	:		:	
	:		:	
	:		:	

Mortgages Lot 79, in Park View Heights, a Subdivision in Sarpy County, Nebraska.

together with the appurtenances thereto belonging and all fixtures now or hereafter attached thereto or used in connection with the premises;

To secure payment of aforesaid principal sum with interest from date at the rate of 5½ % per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of The Prudential Insurance Company of America in Newark, New Jersey,

~~in Omaha, Nebraska,~~ or at such other place as the holder of the note may designate in writing, delivered or mailed to the mortgagor in monthly installments of \$ 110.60 commencing on the first day of September 1965 and continuing on the first day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the first day of August 1995 ; all according to the terms of a certain promissory note of even date herewith executed by said mortgagor.

In addition to monthly payments of principal and interest, mortgagors will pay monthly to mortgagee an installment of taxes, assessments and insurance premiums.

Mortgagor hereby assigns, transfers and sets over to mortgagee, to be applied toward the payment of the note and all sums secured hereby in case of a default in the performance of any of the terms and conditions of this mortgage or said note, all the rents, revenues and income to be derived from the mortgaged premises during such time as the mortgage indebtedness shall remain unpaid.

No witness. Acknowledged August 5, 1965 by Jefferson E. Davis, Jr. and Martha L. Davis, husband and wife, before William L. Monahan, Notary Public, with seal, Sarpy County, Nebraska.

Commission expires September 11, 1968.

No. 51	:	Kelly McMahon Construction, Inc.	:	WARRANTY DEED.
Book 123	:	(Corporate Seal)	:	Dated Aug. 5, 1965
Page 368	:	By C. E. McMahon, President	:	Filed Aug. 9, 1965
	:	Attest: Gentry R. Davis,	:	at 12:40 o'clock PM
	:	to	:	Cons: \$1.00 and
	:	Jefferson E. Davis, Jr. and Martha	:	other valuable
	:	L. Davis, Husband and Wife, as	:	consideration
	:	joint tenants with right of	:	Int. Rev. \$22.00
	:	survivorship and not as tenants in	:	
	:	common.	:	

Kelly McMahon Construction, Inc., a Nebraska corporation, conveys Lot 79, in Park View Heights, a subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

It being the intention of all parties hereto, that in the event of the death of either of said grantees, the entire fee simple title to the real estate described herein shall vest in the surviving grantee.

Subject to easements and restrictions of record, taxes due 1964 subsequent hereto, also subsequent taxes, charges and levies by Sanitary and Improvement District No. 22 of Sarpy County, Nebraska.

No witness. Acknowledged August 5, 1965 by C. E. McMahon, President of Kelly McMahon Construction, Inc., in due form for said corporation, before Richard L. Jensen, Notary Public, with seal, Douglas County, Nebraska.

Commission expires May 15, 1968.

No. 52	:	Mary B. Camenzind,	:	PARTIAL RELEASE.
Book 157	:	to	:	Dated Aug. 5, 1965
Page 376	:	Kelly McMahon Construction, Inc.	:	Filed Aug. 9, 1965
:	:	:	:	at 12:40 o'clock P.M.
:	:	:	:	Cons: Valuable
:	:	:	:	Consideration

Releases the following described real estate from the lien of the mortgage for \$326,040.00 executed by Kelly McMahon Construction, Inc. as Mortgagor in favor of the undersigned and Carl J. Camenzind as Mortgagees:

Lot 79, in Park View Heights, a subdivision in Sarpy County, Nebraska.

Said Carl J. Camenzind is now deceased and the undersigned, as surviving joint Tenant, is the sole owner of said mortgage. Said mortgage was recorded on May 24, 1962, in Book 130 at Page 507 of the Real Estate Mortgage Records in the Office of the County Clerk of Sarpy County, Nebraska. The undersigned hereby specifically reserves and preserves the lien of said mortgage upon the remainder of the land described in said mortgage.

MARY B. CAMENZIND

No witness. Acknowledged the date last above written, by Mary B. Camenzind, before Kathleen E. Huston, Notary Public, with seal, Douglas County, Nebraska.

Commission expires November 27, 1965.

STATE OF NEBRASKA } ss.  
County of Douglas }

We, Spence-Lindley Abstract & Title Company, having given the bond required by the laws of the State of Nebraska, and being duly qualified to carry on the business of compiling Abstracts of Title, do hereby certify that we have carefully examined the records of ~~xxx~~ <sup>Sarpy</sup> County with reference to the title to

**Lot Seventy-nine (79), in Park View Heights, a Subdivision**

**Sarpy**  
situated in the County of ~~xxx~~ <sup>Sarpy</sup> and State of Nebraska, and that the foregoing Abstract consisting of **Entries Nos. One (1) to Forty-nine (49), both inclusive,** contains a full and complete Abstract of all instruments that have been placed on record or on file in office

of Register of Deeds of said County \_\_\_\_\_ that in any way affect the title to said premises, that the same are executed as therein stated, and that there are no Mechanic's Liens or Federal Tax Liens on record or on file against said premises except as herein shown.

We further certify that we have carefully examined the records of the District Court of ~~xxx~~ <sup>Sarpy</sup> County, Nebraska, and of the Omaha Division of the United States District Court for the District of Nebraska, and the records of what was formerly the United States Circuit Court for the District of Nebraska, and that there are no Unsatisfied Judgments, Pending Suits, Bankruptcy proceedings, Federal Tax Liens, or Liens of any character of record in any of said Courts that affect or can affect the title, against any of the following persons prior to the dates set oposite their respective names, to-wit:

**Kelly McMahon Construction, Inc.** At date hereof.  
**Jefferson E. Davis, Jr.** At date hereof.  
**Martha L. Davis** At date hereof.

Or against any of the prior record owners.  
Court Proceedings set forth in the foregoing abstract are correctly shown.  
Articles of Incorporation set forth in the foregoing abstract are correctly shown.

Witness our hand this 29th day of June A. D., 1965 at Eight o'clock A. M

**Spence-Lindley**  
Abstract & Title Company.

By Ward Lindley  
Member of Firm

Re-examined and re-certified as above this 9th day of August A. D., 1965 at 12:45 o'clock P. M. and **Entries Nos. Fifty (50), Fifty-one (51) and Fifty-two (52)** added.

**Spence-Lindley**  
Abstract & Title Company

By Gene Raas  
Member of Firm

Re-examined and re-certified as above this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and \_\_\_\_\_ added.

**Spence-Lindley**  
Abstract & Title Company

By \_\_\_\_\_  
Member of Firm

**Spence-Lindley**  
Abstract & Title Company  
Gene P. Spence Ward Lindley, Jr.  
Ward Lindley

Issuing Agent for Kansas City Title Insurance Company  
Telephone: 346-5229  
1813 Farnam Street / Omaha 2, Nebraska

STATE OF NEBRASKA } ss.  
County of Douglas }

We, Spence-Lindley Abstract & Title Company, having given the bond required by the laws of the State of Nebraska, and being duly qualified to carry on the business of compiling Abstracts of Title, do hereby certify that we have examined the records of the Treasurer of the ~~City of Omaha and the records of the Treasurer of Sarpy~~ County of ~~Douglas~~ Sarpy, and that there are no uncanceled tax sales, no tax deeds issued and no unpaid general taxes or special assessments against **Lot Seventy-nine (79), in Park View Heights, a Subdivision, in Sarpy County, Nebraska, except the following special assessments:**

Paving, District #22, levied December 18, 1963, 1st installment \$38.72, and interest delinquent, 2nd installment \$38.67 and interest delinquent and last 8 installments \$38.67 and interest each are due and will be delinquent December 18, 1965 and yearly thereafter.

Sewer, District #22, levied December 18, 1963, 1st installment \$15.30 and interest delinquent, 2nd installment \$15.28 and interest delinquent and last 8 installments \$15.28 and interest each are due and will be delinquent December 18, 1965.

Water, District #22, levied December 18, 1963, 1st installment \$32.22 and interest delinquent, 2nd installment \$32.17 and interest delinquent and last 8 installments \$32.17 and interest each are due and will be delinquent December 18, 1965 and yearly thereafter.

State and County taxes are all paid to and including the taxes for the year 1961.

State and County taxes for the year 1962, Total \$18.96 and interest delinquent.

State and County taxes for the year 1963, Total \$26.02 and interest delinquent.

State and County taxes for the year 1964, Total \$27.10, first installment \$13.55 and interest delinquent and last installment \$13.55 is due and will be delinquent September 1, 1965.

(NOTE—Special assessments become a lien from date of levy, but are not shown in the Abstract until they appear on record in the office of said Treasurer.)

WITNESS our hand this 29th day of June A. D., 1965, at 8 o'clock A.M.

Spence-Lindley  
Abstract & Title Company.

By Ward Lindley  
Member of Firm

The above special assessments for Paving, Sewer and Water, District #22, levied December 18, 1963, and also the above Total State and County taxes for the years 1962, 1963 and 1964 have been fully paid.

Omaha, Nebraska. August 9, 1965.

SPENCE-LINDLEY  
Abstract & Title Company  
By Grace Kees Member of Firm.  
Issuing Agent for Kansas City Title Insurance Company

**Spence-Lindley**  
Abstract & Title Company  
Gene P. Spence Ward Lindley, Jr.  
Ward Lindley

Telephone: 346-5229  
1813 Farnam Street / Omaha 2, Nebraska

Department of Vital Statistics  
53 to  
Whom It May Concern

: D E A T H C E R T I F I C A T E  
: Filed December 4, 1967  
: Recorded Book 39 Page 272

Certificate by E. D. Lyman, M. D., Registrar, Division of Vital Statistics, Omaha-Douglas County Health Department, State of Nebraska, dated November 29, 1967 with seal affixed that Carl Joseph Camenzind died September 16, 1963, information given by Mrs. Mary Camenzind, R.R. #1, Omaha, Wife of Deceased.

State of Nebraska )  
                          ) ss  
County of Sarpy )

I, Mary F. Strawn, of the firm of Strawn and Strawn, Bonded Abstracters, hereby certify that the foregoing entry numbered 53 herein exhibits a correct and complete abstract of a Death Certificate filed for Record in the Office of the Register of Deeds of Sarpy County, Nebraska, in Book 39 of Miscellaneous Records at Page 272 on December 4, 1967.

Witness my hand at Papillion, Nebraska, this 5th day of December, A.D. 1967, at 8:00 o'clock A.M.

STRAWN AND STRAWN, BONDED ABSTRACTERS

By Mary F. Strawn

NO. 20872

State of Nebraska )  
(ss.  
County of Sarpy )

Strawn and Strawn, Bonded Abstracters, hereby certify that we have examined the Records in the Office of the Register of Deeds of Sarpy County, Nebraska, and we find no instruments filed for record that in any manner affect the title to: Lot 79, in Park View Heights, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded;

Since August 9, 1965 at 12:45 P.M.

We further certify that the records in the Office of the Clerk of the District Court of Sarpy County, Nebraska, show no unsatisfied Judgments or Suits pending, nor transcripts of Judgments from the United States Courts, filed for Record in the Office of the Clerk of said Court against any of the following named persons at the date set opposite each respective name, to-wit:

Jefferson E. Davis, Jr.                      At date hereof  
Martha L. Davis                                At date hereof

Witness our hand at Papillion, Nebraska, this 1st day of November  
A. D. 1967 , at 8:00 o'clock A . M.

STRAWN AND STRAWN, BONDED ABSTRACTERS

By Mary J. Strawn

Re-examined and re-certified as above this                      day of  
A. D. 196                      , at                      o'clock                      . M., and

STRAWN AND STRAWN, BONDED ABSTRACTERS

By \_\_\_\_\_

STRAWN & STRAWN, BONDED ABSTRACTERS  
PAPILLION, NEBRASKA

