

No. 1908

**RELEASE OF MORTGAGE**

FROM

**OMAHA LOAN AND TRUST COMPANY**

TO

*Jessie Pike  
and Lillian Pike*

Entered in Numerical Index and Filed for

Record this 6 day

of February 1889

at 10 o'clock A M., and recorded

in Book 17, Page 266, of

Madison County Records.

*W. L. Berry*  
County Clerk.

Deputy.

*W. P. Seaver*

In Consideration of the payment of the debt secured thereby, I hereby release the mortgage for the sum of One hundred + twenty five (125) DOLLARS,

made by Frederick Pike and Lillian E. Pike his wife

to OMAHA LOAN AND TRUST COMPANY, on the following described property:

South East quarter and East half of North East quarter  
Section thirty four (34) Township twenty two (22)  
North Range Four (4) West Sixth P. M.

situated in the County of Madison and State of Nebraska

and recorded in book 15 at page 417 of the real estate mortgage records of said county.

In witness whereof, the OMAHA LOAN AND TRUST COMPANY has signed and delivered these presents by its Vice President this 2nd day of February A. D. 18 89

IN PRESENCE OF

[Signature]

OMAHA LOAN AND TRUST COMPANY,

By J. J. Brown  
Vice President

STATE OF NEBRASKA, } ss.  
DOUGLAS COUNTY, }

On this 2nd day of February 18 89 personally appeared J. J. Brown Vice President of the OMAHA LOAN AND TRUST COMPANY, personally known to me to be the person who signed the foregoing satisfaction of mortgage, and acknowledged the same to be the voluntary act and deed of himself and of the said Omaha Loan and Trust Company. As witness my hand and official seal the day and year last above written.

[Signature]  
NOTARY PUBLIC.

OK  
H. B. G. K.

Executor's Probate Certificate, Filed April 2" 1888 at 10 A. M. and re-  
corded in Book 2 of Miscellaneous records at page 24.

State of Connecticut )  
Probate Court, (ss  
District of Kent. )

Kent, March 28" A. D. 1888.

I, Jerome F. Gibbs, Judge of said Court, certify that James S. Chaffee of Amienie and Melinda B. Stuart of New York, formerly of Kent, is the Executors on the Estate of Ann Eliza Stuart, late of Kent in said district, deceased, and having accepted said appointment and executed bond according to law ( said appointment being unrevoked and in force ) is legally authorized and qualified as such executor\_ on said estate, and their acts as such are entitled to full credit.

In witness whereof, I have set my hand and affixed the seal of said Court, the day and year first above written.

Seal.

(Signed) Jerome F. Gibbs,  
Judge.

I hereby certify the above to be a true copy of the records as shown in the office of the County Clerk of Madison County, Nebraska.

*Willis M. Boyd*

.....  
Official Abstracter.

West Quarter

of Section Thirty four

, Township Turkey two

, Range

Four, N. 6<sup>th</sup> M County of Madison

State

FEES	KIND OF INSTRUMENT	DATE			CONSIDERATION	DATE OF ACKNT			No. Witnesses	TITLE OF OFFICER AND HIS RESIDENCE	Date of filing Ammonson Cypur co	WHEN FILED			BOOK	PAGE	PART OF SECTION	S.	T.	R.	MISCELLANEOUS MEMORANDA [Instructions below must be strictly followed.]
		Month	Day	Year		Month	Day	Year				Month	Day	Year							
	Patent	June	30	1880								Jan	1	1883	7	58	SE 1/4	34	22	4	
	Mortgage	Nov	21	1882	\$350 <sup>00</sup>	Nov	21	1882	one	N.P. Madison Co Neb		Nov	22	1882	4	327	SE 1/4	34	22	4	
	Mortgage	Nov	21	1882	35 <sup>00</sup>	Nov	21	1882	one	N.P. Madison Co Neb		Nov	22	1882	4	331	SE 1/4	34	22	4	
	Mortgage	June	5	1884	160 <sup>00</sup>	June	5	1884	one	N.P. Madison Co Neb		June	5	1884	8	28	SE 1/4	34	22	4	
	Namanty Deed	Mar	19	1887	2000 <sup>00</sup>	Mar	19	1887	one	N.P. Madison Co Neb		Mar	24	1887	12	56	SE 1/4	34	22	4	Subject to mortgage at lines 2-3 of
	Mortgage release	Apr	27	1887	Payment	Apr	22	1887	one	N.P. DeWitt Co N.Y.		Mar	2	1888	15	411	SE 1/4	34	22	4	Release mortgage shown at line 2 herein
	Mortgage release	Feb	28	1888	Payment	Feb	28	1888	one	N.P. Madison Co Neb.		Mar	2	1888	15	411	SE 1/4	34	22	4	Release mortgage shown at line 3 herein
	Mortgage release	June	4	1887	Payment	June	4	1887	one	N.P. Madison Co Neb		Mar	2	1888	15	410	SE 1/4	34	22	4	Release mortgage shown at line 4 herein
	Mortgage	Feb	24	1888	1000 <sup>00</sup>	Feb	29	1888	one	N.P. Madison Co Neb		Mar	2	1888	15	413	SE 1/4	34	22	4	
	Mortgage	Feb	24	1888	125 <sup>00</sup>	Feb	29	1888	one	N.P. Madison Co Neb		Mar	2	1888	15	417	SE 1/4	34	22	4	
	Mortgage release	Feb	2	1889	Payment	Feb	2	1889	one	N.P. Dodge Co Neb		Feb	6	1889	17	266	SE 1/4	34	22	4	By J.J. Brown V.D. seal Release mortgage shown at line 11 herein
	Mortgage release	Feb	23	1893	Payment	Feb	23	1893	one	N.P. Dodge Co Neb		Mar	6	1893	27	640	SE 1/4	34	22	4	By A.W. Thurman Pt. seal Release mortgage shown at line 10 herein
	Mortgage	Mar	15	1894	1000 <sup>00</sup>	Mar	19	1894	two	N.P. Madison Co Neb.	Jun 15 1897	Mar	19	1894	30	622	SE 1/4	34	22	4	
	Release of Mortgage	May	18	1899	Payment	May	18	1899	One	Pearl Tomlinson NB Adams Co Neb	Sept 7 1900	May	25	1899	40	423	SE 1/4	34	22	4	Attest: W.H. Gamahan, Asst. Secretary Release Mtg Book 30 Page 422 Madison Co. Nebr.
	Mortgage	May	12	1899	1800 <sup>00</sup>	May	12	1899	One	Ed Randall NB Madison Co (Seal) Neb	Aug 24 1903	May	15	1899	37	332	SE 1/4	34	22	4	one May 12, 1904
	Release of Mortgage	May	13	1901	Payment	May	13	1901	One	Ed Kishark NB Madison Co (Seal) Neb	Feb 24 1905	May	17	1901	43	50	SE 1/4	34	22	4	Release Mtg Book 37 Page 332 of The Records of Madison Co. Neb. I.R. Stamp 70¢

in ALL CASES be examined, and Abstracts made from the Records and not from the Indices.  
 EXECUTED, ACKNOWLEDGED, STAMPED, and then that it was properly INDEXED.  
 "deed says unmarried;" if nothing is said in deed get affidavit showing that fact.  
 instrument must be fully ABSTRACTED, and WITHOUT REFERENCE TO ANY OTHER unless

- Mortgages—and every one ever given on the property—must be set out fully, and how released. If by power of attorney, state EXACTLY what powers were conferred, in the EXACT LANGUAGE.
- If released on margin, copy Release verbatim.
- Where releases are shown, give book and page—in margin of Abstract—of mortgage intended to be released.

ABSTRACT OF TITLE to the South East Quarter

of Section Thirty Four

, Township Turkey Co.

, Range

Four, N. 6<sup>th</sup> P.M. Cour.

NO.	GRANTORS	GRANTEES	KIND OF INSTRUMENT	DATE			CONSIDERATION	DATE OF ACKN'T			No. Witnesses	TITLE OF OFFICER AND HIS RESIDENCE	WHEN FILED			BOOK	PAGE	PART OF SECTION	
				Month	Day	Year		Month	Day	Year			Month	Day	Year				
1	UNITED STATES to	James M. Meneeley	Patent	June	30	1880							Jan	1	1883	7	58		
2	James M. Meneeley and wife	Ann Eliza Stuart	Mortgage	Nov	21	1882	\$350 <sup>00</sup>	Nov	21	1882	one	N.P. Madison Co Neb	Nov	22	1882	4	327		
3	James M. Meneeley and wife	James Stuart	Mortgage	Nov	21	1882	35 <sup>00</sup>	Nov	21	1882	one	N.P. Madison Co Neb	Nov	22	1882	4	331		
4	James M. Meneeley and wife	James Stuart	Mortgage	June	5	1884	160 <sup>00</sup>	June	5	1884	one	N.P. Madison Co Neb	June	5	1884	8	28		
5	James M. Meneeley and wife	Frederick Pike	Namanty Deed	Mar	19	1887	200 <sup>00</sup>	Mar	19	1887	one	N.P. Madison Co Neb	Mar	24	1887	12	56		
6	Melinda S. Stuart and James S. Chaffee Executors of the Estate of	Ann Eliza Stuart Deceased	Mortgage release	Apr	27	1887	Payment	Apr	22	1887	one	N.P. Delton Co N.Y.	Mar	2	1888	15	411		
7	James Stuart	James M. Meneeley	Mortgage release	Feb	28	1888	Payment	Feb	28	1888	one	N.P. Madison Co Neb.	Mar	2	1888	15	411		
8	James Stuart	James M. Meneeley	Mortgage release	June	4	1887	Payment	June	4	1887	one	N.P. Madison Co Neb	Mar	2	1888	15	410		
9	Frederick Pike and wife	Omaha Loan Trust Co.	Mortgage	Feb	24	1888	1000 <sup>00</sup>	Feb	29	1888	one	N.P. Madison Co Neb	Mar	2	1888	15	413		
10	Frederick Pike and wife	Omaha Loan Trust Co.	Mortgage	Feb	24	1888	175 <sup>00</sup>	Feb	29	1888	one	N.P. Madison Co Neb	Mar	2	1888	15	417		
11	Omaha Loan Trust Co.	Frederick Pike	Mortgage release	Feb	2	1889	Payment	Feb	2	1889	one	N.P. Douglas Co Neb	Feb	6	1889	17	266		
12	Omaha Loan Trust Co.	Frederick Pike	Mortgage release	Feb	23	1893	Payment	Feb	23	1893	one	N.P. Douglas Co Neb	Mar	6	1893	27	640		
13	Frederick Pike and wife	McKibby-Lanning Loan Trust Co.	Mortgage	Mar	15	1894	1000 <sup>00</sup>	Mar	19	1894	two	N.P. Madison Co Neb.	June 15 1897	Mar	19	1894	30	622	
14	The McKinley Lanning Loan Trust Co.	Frederick Pike and wife	Release of Mortgage	May	18	1899	Payment	May	18	1899	One	Paul J. Tomlinson N.B. Adams Co Neb.	Sept 7 1900	May	25	1899	40	423	
15	By W.H. Lanning, President Seal	Frederick Pike and wife Lillian	Mortgage	May	12	1899	1800 <sup>00</sup>	May	12	1899	One	Ed Randall N.B. Madison Co (Seal) Neb.	Aug 24 1903	May	15	1899	37	332	
16	Frederick Pike and wife Lillian	Herman Saare	Release of Mortgage	May	13	1901	Payment	May	13	1901	One	Ed Richard N.B. Madison Co (Seal) Neb.	Feb 24 1905	May	17	1901	43	50	
17	Herman Saare	Frederick Pike and wife Lillian	Mortgage	May	13	1901	Payment	May	13	1901	One	Ed Richard N.B. Madison Co (Seal) Neb.	Feb 24 1905	May	17	1901	43	50	

**DIRECTIONS**—1. The Record of Conveyances and Mortgages must in ALL CASES be examined, and Abstracts made from the Records and not from the Indices.  
 2. Care must be taken to see that every conveyance was properly DRAWN, EXECUTED, ACKNOWLEDGED, STAMPED, and then that it was properly INDEXED.  
 3. If no wife joins, and deed states grantor was unmarried, Abstract must say "deed says unmarried;" if nothing is said in deed get affidavit showing that fact.  
 4. Never use the words "DITTO," "SAME," "SAME PREMISES." Every instrument must be fully ABSTRACTED, and WITHOUT REFERENCE TO ANY OTHER unless the Record SHOWS a reference.

5. Mortgages—and every one ever given on the property—must be set out fully, and in EXACT LANGUAGE.  
 6. If released on margin, copy Release verbatim.  
 7. Where releases are shown, give book and page—in margin of Abstract—of mortgage.

# TAXES.

Leave no blanks. If paid, state by whom; if sold, state to whom, when, and when redeemed. If not taxed, so state.

YEAR  
1886  
1887  
1888  
1889  
1890  
1891  
1892  
1893  
1894  
1895  
1896  
1897  
1898  
1899  
1900  
1901  
1902

I hereby certify that the taxes for the year 1892 and all previous years have been paid,

1893. \$20.<sup>15</sup> Tax receipt #1126 - 4/9/94 #20  
via Horn - #11194

~~1895~~ 1908 Taxes and prior years paid.

~~1896~~ 1909 Taxes \$1184<sup>11</sup> unpaid.

I, the undersigned, do hereby certify that there are no taxes due and unpaid upon the lands described in the within abstract, and that there are no tax sales of said lands unredeemed, and that no tax deeds have been given thereon.

Dated March 21 1894 at Madison Wisconsin  
Recertified and brought down from March 21, 1894 to Jan. 29, 1910 at 4 P.M.  
Arthur of Official Abstracter  
Bonded Abstracter

## JUDGMENTS.

PLAINTIFF

DEFENDANT

AMOUNT AND DATE

HOW AND WHEN SATISFIED  
GIVE WORDS USED

I hereby certify, that there are no transcripts of judgments from the United States Circuit or District Courts on file or of record in Madison County, against any of the parties named within.

I, the undersigned, do hereby certify that there are no judgments or liens of any kind against any of the within named parties James M. Menedey and Frederick Pike

on record in the District Court in Madison County.

Witness my hand and seal this 21 day of March 1894  
Recertified and brought down from March 21, 1894 to Jan. 29, 1910 at 4 P.M.  
Arthur Clerk District Court Official Abstracter County Wisconsin  
Bonded Abstracter

**MCKINLEY & L...**  
**LOAN BROKER**  
**HASTINGS, NEB**  
 Corn.  
 Tax 93 bar

COMPILED FOR

State of Wisconsin

Madison

Journal's 24

Street East

Abstract of Chain

TO Arthur

BY

No. 14143

Frederick Pike

1899  
1900  
1901  
1902

I, the undersigned, do hereby certify that there are no taxes due and unpaid upon the lands described in the within abstract, and that there are no tax sales of said lands unredeemed, and that no tax deeds have been given thereon.

Dated March 21 1894  
Recertified and brought down from March 21, 1894 to Jan 29, 1910 at 4 PM.  
Edward Bonded Abstracter of Willis M. Bride Official Abstracter

JUDGMENTS.

PLAINTIFF	DEFENDANT	AMOUNT AND DATE	HOW AND WHEN SATISFIED GIVE WORDS USED
<p>I hereby certify, that there are no transcripts of judgments from the United States Circuit or District Courts on file or of record in <u>Madison</u> County, against any of the parties named within.</p>			

I, the undersigned, do hereby certify that there are no judgments or liens of any kind against any of the within named parties James M. Menedey and Frederick Pike

on record in the District Court in Madison County.  
 Witness my hand and seal this 21 day of March 1894  
Recertified and brought down from March 21, 1894 to Jan 29, 1910 at 4 PM.  
Edward Bonded Abstracter Clerk District Court Willis M. Bride Official Abstracter County

No. 141143

BY Willis M. Bride

Abstract of Chain of Title

TO Grant East Quarter Section 34

Journal's 22 Page 4

State of Nebraska County, Madison

COMPILED FOR

**MCKINLEY & LANNING,**  
 LOAN BROKERS,  
 HASTINGS, NEBRASKA.

Com. 50  
 Tax 93 bar 929.81  
 Jan 29, 1910 1000.00

Gardner-Journal Publishing Co., Hastings, Neb.

CERTIFICATE OF ABSTRACTER.

I, the undersigned, certify that I have carefully examined the title to the lands described in the within abstract, and that the same is a full, complete, and correct abstract of all conveyances upon record effecting the same. And I further certify that there are no Mechanics' Liens on file in the office of County Clerk of the County of Madison, State of Nebraska against any of the within named parties, or against the lands described within.

Witness my hand this 21 day of March 1894  
Recertified and brought down from March 21, 1894 to Jan 29, 1910 at 4 PM.  
Edward Bonded Abstracter Willis M. Bride Official Abstracter

State of Illinois, }  
COOK COUNTY. } ss.

1, Daniel G. Bathrick

a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARVIN HUGHITT, personally known to me to be the President of the PIONEER TOWN SITE COMPANY, and JOSEPH B. REDFIELD, personally known to me to be the Secretary of said Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that they, as such President and Secretary, signed, sealed and delivered the said instrument as the free and voluntary act of said PIONEER TOWN SITE COMPANY, pursuant to authority given by the Board of Directors of the said Company, for the uses and purposes therein set forth. And I further certify that I know the seal affixed to said Instrument to be the corporate seal of said Company.

Given Under my hand and Notarial Seal, this twenty ninth day of May A. D. 1891  
Dan G. Bathrick  
Notary Public.

No 19954

**WARRANTY DEED.**

**PIONEER TOWN SITE COMPANY**

TO

James J. Hoffman

OFFICE OF COUNTY CLERK,

STATE OF NEBRASKA,

COUNTY OF Madison ss.

I hereby certify that the within Deed was filed in this office for Record on the 20th day of June A. D. 1891, at 8 o'clock A.M., and was duly recorded in book 18 of Deeds, on page 449

J. Richardson  
County Clerk - Office Registry of Deeds  
J. H. Sumner

Printed by the Chicago Legal News Co., 87 Clark St.



CONTRACT LOT DEED-PLAIN. NEBRASKA.

No. 19954

Know all Men by these Presents, That the PIONEER TOWN SITE COMPANY a Corporation of the State of Nebraska, party of the first part, for and in consideration of the sum of Fifty DOLLARS, in hand paid by

of Madison County, state of Nebraska

party of the second part, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part, the following described premises, situated in the

Railroad Addition to the Town of Newmans Grove County of Madison and State of Nebraska, and known as Lot numbered Twenty-two (22)

in Block numbered Seven (7) as said Lot is is laid down and described on the Plat of said Addition to said Town, as recorded in the office of the County Clerk of said County.

The Premises abode Described, Having been contracted to be sold to Mary B. Hoffman

by said PIONEER TOWN SITE COMPANY, by contract executed the twenty-sixth day of May A. D. 1890, and said contract being subsequently assigned to said James J. Hoffman, party hereto of the second part:

This conveyance is made in fulfillment of said contract, and said premises are hereby conveyed subject to all taxes and assessments, and sales or deeds for taxes or assessments levied or assessed against said premises since the date of said contract, also subject to the rights of said bargainee, or her assigns, and of all persons lawfully claiming or to claim by, through or under her or them.

To Have and to Hold The premises above described, unto the said party of the second part or his heirs and assigns Forever.

And the Said Party of the First Part, Does hereby covenant with the said party of the second part, his heirs and assigns, that it is lawfully seized of the said premises; that the same are free from incumbrance; that it has good and lawful authority to sell and convey the same, and it Does Hereby Covenant that the above described premises in the quiet and peaceable possession of said party of the second part, his heirs and assigns, against the lawful claims of all persons, it will Warrant and Forever Defend: excepting, however, from the operation and effect and subject-matter of said foregoing covenants all taxes and assessments levied or imposed upon said premises or any part thereof, and also all liens or incumbrances created or imposed thereon by said bargainee or her assigns, at any time since the execution of said contract, and except as to the rights of said bargainee or her assigns, or of any person or persons claiming by, through or under her or them.

In Witness Whereof, The said party of the first part hath set its corporate seal and caused these presents to be signed by its President, and attested by its Secretary this twenty ninth day of May A. D. 1891.

Pioneer Town Site Company, W. H. Houghton PRESIDENT.

By J. D. Reufield SECRETARY.

May 26/90 \$12.50  
" 25/91 37.50

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

J. B. Buckbee

COUNTERSIGNED BY

M. M. K. K. K. K.

APPROVED

C. C. C. C. C.

COMMERCIAL

2nd Vice Pres't

LAND COMMISSIONER.

EXAMINED AND PASSED BY

THE STATE OF NEBRASKA, }  
Douglas County. } ss.

On this 19<sup>th</sup> day of March  
A. D. 1870, before me, H. C. Drey a Notary Public  
within and for said County, personally came John Lease

to me personally known to be the identical person whose name  
is affixed to the above instrument as Grantor and sever-  
ally acknowledged the execution of the same to be his  
voluntary act and deed, for the purposes therein expressed

In Witness Whereof, I have hereunto subscribed my name and  
affixed my official seal at Omaha on  
the date last above written.

H. C. Drey  
Notary Public.

(1901.)

HAVE THIS DEED RECORDED.

### WARRANTY DEED.

FROM

TO

THE STATE OF NEBRASKA, }  
County. } ss.

Entered on Numerical Index and  
filed for record in the Clerk's Office

of said County, the  
day of 18, at

o'clock and minutes

M., and recorded in Book

of Deeds on Page

County Clerk.

Gilman, Miller & Richardson, Printers, Omaha.

Know all Men by These Presents:

That I John Lease Dangle  
of Washington County, and State of Nebraska in consideration  
of the sum of Five hundred DOLLARS,  
in hand paid by \_\_\_\_\_  
of \_\_\_\_\_ County, and State of \_\_\_\_\_ do hereby sell and  
convey unto the said \_\_\_\_\_  
the following described premises, situated in the County of Dodge and  
State of Nebraska, to-wit:

Lot fourteen 14 block four 4 first addition  
to B.M. park addition to South Omaha as  
surveyed platted and recorded

Together with all the tenements, hereditaments and appurtenances to the same belonging  
and all the Estate, Right, Title, Interest, Claim or demand whatsoever of the said \_\_\_\_\_

John Lease of, in, or to the same, or any part thereof.

To Have and to Hold the above described premises, with the appurtenances, unto the  
said \_\_\_\_\_ and to \_\_\_\_\_ heirs  
and assigns forever. And I hereby covenant with the said \_\_\_\_\_

\_\_\_\_\_ that I hold said premises by good and perfect  
title; that I have good right and lawful authority to sell and convey the same; that they  
are free and clear of all liens and incumbrances whatsoever. And I covenant to war-  
rant and defend the said premises against the lawful claims of all persons whomsoever.

And the said \_\_\_\_\_  
hereby relinquishes her right of dower in and to the above described premises.

Signed this 10<sup>th</sup> day of March 1890

IN PRESENCE OF

\_\_\_\_\_ } John Lease  
W. C. Drey }

Know all Men by These Presents:

That I John Case Dwyer  
of Washington County, and State of Nebraska in consideration  
of the sum of Five hundred DOLLARS,  
in hand paid by \_\_\_\_\_  
of \_\_\_\_\_ County, and State of \_\_\_\_\_ do hereby sell and  
convey unto the said \_\_\_\_\_  
the following described premises, situated in the County of Sarpy and  
State of Nebraska, to-wit:

Lot Twelve 12 block four 4 first addition  
to BFM park addition to South Omaha  
as surveyed plotted and recorded

Together with all the tenements, hereditaments and appurtenances to the same belonging  
and all the Estate, Right, Title, Interest, Claim or demand whatsoever of the said \_\_\_\_\_

John Case of, in, or to the same, or any part thereof.

To Have and to Hold the above described premises, with the appurtenances, unto the  
said \_\_\_\_\_ and to \_\_\_\_\_ heirs  
and assigns forever. And I hereby covenant with the said \_\_\_\_\_

that I hold said premises by good and perfect  
title; that I ha l good right and lawful authority to sell and convey the same; that they  
are free and clear of all liens and incumbrances whatsoever. And I covenant to war-  
rant and defend the said premises against the lawful claims of all persons whomsoever.

And the said \_\_\_\_\_  
hereby relinquishes her right of dower in and to the above described premises.

Signed this 10 day of Feb 1890

IN PRESENCE OF

H. C. Dwyer } John Case

Know all Men by These Presents:

That I John Leese Junger of Washington County, and State of Nebraska in consideration of the sum of Five hundred DOLLARS, in hand paid by \_\_\_\_\_ of \_\_\_\_\_ County, and State of \_\_\_\_\_ do hereby sell and convey unto the said \_\_\_\_\_ the following described premises, situated in the County of DeWey and State of Nebraska, to-wit:

Lot number 14 block four 4 first addition to B.M. park addition to South Omaha as surveyed plotted and recorded

Together with all the tenements, hereditaments and appurtenances to the same belonging and all the Estate, Right, Title, Interest, Claim or demand whatsoever of the said \_\_\_\_\_

John Leese of, in, or to the same, or any part thereof.

To Have and to Hold the above described premises, with the appurtenances, unto the said \_\_\_\_\_ and to \_\_\_\_\_ heirs and assigns forever. And I hereby covenant with the said \_\_\_\_\_

that I hold said premises by good and perfect title; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever. And I covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

And the said \_\_\_\_\_ hereby relinquishes her right of dower in and to the above described premises.

Signed this 10th day of March 1890

IN PRESENCE OF

Witness signatures: H. C. Gray and John Leese

Know All Men By These Presents, That the Hope Cemetery Association, a corporation duly established in the County of Platte, State of Nebraska, in consideration of the sum of \$ 5<sup>00</sup> paid by May B. Hoffman of Newman Grove, in the County of Madison, and State of Nebraska doth hereby sell, grant and convey unto May B. Hoffman the Real Estate described as follows, to-wit: One lots numbered One Hundred, situated in the Hope Cemetery, in the north-east quarter, of section four, township twenty, west of range four west of the sixth principal meridian, in Platte County, Nebraska. To have and to hold said Real Estate with all the appurtenances thereto belonging to the said grantee her heirs and assigns and to their use forever. And the said Corporation hereby covenants to Warrant and Defend the title thereof against all persons whomsoever. And reference may be had to the surveyors plat of Hope Cemetery the same being in the custody of the Secretary of the Association; and to the Articles of Incorporation of the Association recorded in book A, pages 258, 259, 260 and 261, in the office of the Clerk of Platte County, Nebraska, in further defining this conveyance.

In Witness Whereof these presents are signed by the President and countersigned by the Secretary of said Corporation, this 26<sup>th</sup> day of June A. D. 1900.

James Martin President.  
Geo. J. Lymath Secretary.

The State of Nebraska, Madison County, ss:

On this 30 day of June A. D. 1900, personally appeared James Martin and Geo. J. Lymath personally to me known to be the identical persons whose names are subscribed to the foregoing instrument and acknowledged the same, in behalf of said grantors, to be their voluntary act and deed.

Before me Est. Geo. Hunt  
notary Public

CASH LOT DEED-NEBRASKA

No 12376

YOUNG COUNTY

Know all Men by these Presents, That the WESTERN TOWN LOT COMPANY, a Corporation of the State of Iowa, party of the first part, for and in consideration of the sum of

One Hundred and Thirty Five (135)

DOLLARS, in hand paid by

Frederick Pike

of Madison

County, State of Nebraska

party of the second part, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part, the following described premises, situated in the

Railroad Addition to the

Town of Newmans Grove

County of Madison

and

STATE OF NEBRASKA, and known as Lot numbered

Thirteen (13)

in Block numbered Two (2) as said Lot is laid down and described on the Plat of said Addition to said Town, as recorded in the office of the County Clerk of said County.

To Have and to Hold Said premises above described, unto the said party of the second part, his heirs and assigns Forever.

And the Said Party of the First Part, Does hereby covenant with the said party of the second part his heirs and assigns, that it is lawfully seized of the said premises; that the same are free from incumbrance; that it has good and lawful authority to sell and convey the same, and it Does Hereby Covenant that the above described premises in the quiet and peaceable possession of said party of the second part his heirs and assigns, against the lawful claims of all persons it will Warrant and Forever Defend.

In Witness Whereof, The said party of the first part hath set its corporate seal, and caused these presents to be signed by its President, and attested by its Secretary this Sixth day of April A. D. 1887

Western Town Lot Company,

By Albin Trust PRESIDENT.

ATTEST: W. Ricefield SECRETARY.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

COUNTERSIGNED:

APPROVED:

LAND COMMISSIONER.

EXAMINED AND PASSED BY A. W. B.

Rec'd 13th M.B.

State of Illinois,  
COOK COUNTY.

ss.

I, *Cleveland*

a Notary Public in and for said County in the State aforesaid, do hereby certify that ALBERT KEEP, personally known to me to be the President of the WESTERN TOWN LOT COMPANY, and JOSEPH B. REDFIELD, personally known to me to be the Secretary of said Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that they, as such President and Secretary, signed, sealed and delivered the said instrument as the free and voluntary act of said WESTERN TOWN LOT COMPANY, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth. And I further certify that I know the seal affixed to said Instrument to be the corporate seal of said Company.

Given Under my hand and Notarial Seal, this *Sixth* day of *April* A. D. 188*7*

*Cleveland*  
Notary Public

No 12376

WARRANTED DEED.

Lot 13 Block 2

Town of *Newman Grove* Nebraska

WESTERN TOWN LOT COMPANY

*Edmund Pike*

OFFICE OF COUNTY CLERK.

STATE OF NEBRASKA,

COUNTY OF *Madison*

I hereby certify that the within Deed was filed in this office for Record on the *23rd* day of *May* A. D. 188*7* at *11* o'clock A.M., and was duly recorded in book *13* of *93* Deeds, on page *93*.

*M. E. Barrett*  
County Clerk and ex-officio Register of Deeds.

Printed by The Chicago Legal News Co. 174 North Dearborn St.  
THE NEWMAN GROVE SIXTY BANK

106



# CERTIFICATE OF ABSTRACTERS.

I, the undersigned, certify that I have carefully examined the title to the lands described in the within abstract, and that it is a full and correct abstract of all conveyances upon record affecting the within described land

E 1/4 Sec 34, T22, R4

Madison County, Nebraska, that I have examined the records of all the conveyances therein named, and they are properly executed and properly indexed. And I further certify that there are no mechanics' liens on file in the office of the County Clerk of Madison County, Nebraska, against any of the within named parties, or against the lands described herein.

WITNESS my hand this 18 day of July 1896

Willis M. McBride  
Official Abstractor.  
Recertified and brought down to Jan 29 1910 at 11 AM

Recertified and brought down to \_\_\_\_\_ 189\_\_\_\_  
Official Abstractor.

Recertified and brought down to \_\_\_\_\_ 189\_\_\_\_  
Official Abstractor.

## RE-EXAMINATION.

I, the undersigned, do hereby certify that I have made a careful examination of the title to the lands in the within described abstract, and find no liens affecting said lands since the date of the above certificate, except a mortgage for \_\_\_\_\_ Dollars, from \_\_\_\_\_ to \_\_\_\_\_

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_ 189\_\_\_\_

Official Abstractor.

# ABSTRACT OF TITLE

TO

E 1/4 Sec 34

Section Thirty four (34)  
Township Twenty two (22)  
Range Four (4) West 6th P. M.  
County of Madison, State of Nebraska.

WILLIS M<sup>c</sup>BRIDE,  
Official Abstractor

MADISON, NEBRASKA.

Abstract of Title

LOW THREE

WHEN SATISFIED

named parties, court, which are lands, except as

Abstractor.

TAXES.

JUDGMENTS, MECHANICS' LIENS, SUITS, ETC.

Taxes all paid up to and including the year 1893.

1894 sold, 15<sup>50</sup> to redeem

1895 \$9.<sup>59</sup>

Taxes all paid & redeemed Feb 24/96 Willis M Budge

1908 Taxes and all prior years paid.

1909 Taxes \$22.<sup>34</sup> unpaid

18

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THE STATE OF NEBRASKA, } ss.  
Madison County.

I, the undersigned, do hereby certify that there are no taxes due and unpaid upon the lands described in the within abstract; that there are no tax sales of said lands unredeemed; that no tax deeds have been given therefor except as above stated.

Dated, Madison, Neb., Jan 29<sup>th</sup> 1910 at 4 P.M.

Recertified Jan 29<sup>th</sup> 189

Official Abstracter.

Recertified 189

Official Abstracter.

Official Abstracter.

DATE

PLAINTIFF

DEFENDANT

AMOUNT

HOW AND

I, the undersigned, do hereby certify that there are no judgments or suits against any of the within pending or on record in any Court of Record in said county, excepting United States District or Circuit Court liens upon any of the lands described in the within abstract, or which in any way affect the title to said above stated.

WITNESS my hand this 18<sup>th</sup> day of July 1896.

Recertified and brought down from 189 July 18, 1896 to Jan 29, 1910 at 4 P.M.

Official Abstracter.

Recertified 189

Official Abstracter.

Recertified 189

Official Abstracter.

Willis M Budge Official Abstracter

# Abstract of Title To the

*E. W. McE*

of Section 34, Township

JACOB NORTH & CO., Printers, Lincoln, Neb.

No.	GRANTOR	GRANTEE	Kind of Instrument	DATE			DATE OF ACKNOWL'T			WHEN FILED			CONSIDERATION		RECORD		WHERE AND BEFORE WHOM ACKNOWLEDGED [Give Name, Office, County, and State.]
				Month	Day	Year	Month	Day	Year	Month	Day	Year	Dollars	Cts.	Book	Page	
1	United States	Julian Hatch	Deed	Jul	14	1887	✓	✓	✓	July	28	1887	✓	13	293	M. Thompson	Nebr.
2	Julian Hatch and wife	Frederick Pike	Marriage Deed	July	18	1887	July	18	1887	July	28	1887	85000	13	285	Doan	Nebr.
3	Frederick Pike and wife	Omaha Loan & Trust Co.	Mortgage	Feb	24	1887	Feb	29	1887	Mar	2	1887	100000	15	413	Madison Co.	Nebr.
4	Frederick Pike and wife	Omaha Loan & Trust Co.	Mortgage	Feb	24	1887	Feb	29	1887	Mar	2	1887	12500	15	417	Madison Co.	Nebr.
5	Omaha Loan & Trust Co.	Frederick Pike	Mortgage release	Feb	2	1889	Feb	2	1889	Feb	6	1889	Payment	17	266	Doan	Nebr.
6	Omaha Loan & Trust Co.	Frederick Pike	Mortgage release	Feb	23	1893	Feb	23	1893	Mar	6	1893	Payment	27	640	Doan	Nebr.
7	Frederick Pike and wife, Julian E.	Edw. R. Carr.	Mortgage	Feb	11	1896	Feb	12	1896	Feb	18	1896	50000	35	287	Madison Co.	Nebr.
8	Eda R. Case	Frederick Pike & Lillian E. Pike	Release of Mortgage	May	12	1899	May	12	1899	May	25	1899	Payment	40	421	Madison Co.	Nebr.
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WILLIS M. BRIDE  
Official Abstracter  
MADISON, NEBRASKA

of Section 34, Township 22 North, Range 4 West of 6th P.M., County of Madison, State of Nebraska.

WHEN FILED			CONSIDERATION		RECORD		WHERE AND BEFORE WHOM ACKNOWLEDGED [Give Name, Office, County, and State.]	SEAL	WITNESS [Number]	DESCRIPTION	REMARKS		
Month	Day	Year	Dollars	Cts.	Book	Page						PART OF SECTION	Sec.
July	28	1887			13	293	M. J. Thompson	Nebr.	yes	one	E 1/2 NE 1/4	34 22 4 80	
July	28	1887	85000		13	285	Doan	Nebr.	yes	one	E 1/2 NE 1/4	34 22 4 80	
Mar	2	1887	100000		15	413	Madison Co.	Nebr.	yes	one	E 1/2 NE 1/4	34 22 4 80	
Mar	2	1887	12500		15	417	Madison Co.	Nebr.	yes	one	E 1/2 NE 1/4	34 22 4 80	
July	6	1889	Payment		17	266	Doan	Nebr.	yes	one	E 1/2 NE 1/4	34 22 4 80	By J. J. Brown U.P. Seal
Mar	6	1893	Payment		27	640	Doan	Nebr.	yes	one	E 1/2 NE 1/4	34 22 4 80	Release mortgage recorded in Book 15 Page 417
July	18	1896	50000		35	282	Johann Kerenstetter	Nebr.	yes	one	E 1/2 NE 1/4	34 22 4 80	By A. U. Hymen U.P. Seal
May	25	1899	Payment		40	424	Madison Co.	Nebr.	yes	one	E 1/2 NE 1/4	34 22 4 80	Release mortgage recorded in Book 15 Page 413.
							Ed. Randall	Nebr.	yes	one	E 1/2 NE 1/4	34 22 4 80	Sign of Frederick Peter "Mrs. Lillian E. Peter" Com of Notary Public Exp. Aug 24, 1903. J.P. Stamp 10 attached. Release Mtg Book 35 Page 282 Records of Madison Co. Nebr.

The State of Nebraska, }  
Boone County. } ss.

On this 18<sup>th</sup> day of July

A.D. 1887, before me *Mc J Thompson* a Notary Public  
within and for said County, personally came *Julian Hatch* and  
*Maria R. Hatch* his wife to me personally known to be the identical  
persons whose names are affixed to the above instrument as grantor and severally acknowledged  
the execution of the same to be ~~their~~ voluntary act and deed for the purposes therein expressed.

In Witness Whereof, I have hereunto subscribed my name and affixed  
my official seal at *St Edward* on the date last  
above written.

*Mc J Thompson*  
Notary Public.

Warranty Deed.

FROM

*Julian Hatch wife*  
TO  
*Frederick Pike*

Entered in Book..... Numerical

Index, Page.....

County Clerk.

Deputy.

Received for Record 28

*July*..... A.D. 1887  
at 11 o'clock A.M., and Recorded in

Book 13 of Deeds, Page 286

*W B Biny*  
County Clerk Madison County.

Deputy.

*New Year from Born 6*

**K**now all Men by these Presents:

That *We* *Julian Hatch* and *Maria R Hatch*  
of *Boone* County, and State of *Nebraska* in consideration of  
the sum of *Eight Hundred and Fifty* DOLLARS,  
in hand paid by *Fredrick Pike*  
of *Madison* County, and State of *Nebraska* do hereby sell and convey  
unto the said *Fredrick Pike*

the following described premises, situated in the County of *Madison* and State of *Nebraska*,  
to-wit:

*The East half of the North East-  
Quarter of Section Thirty Four (34)  
Township Twenty Two (22) north  
of Range Four (4) west of the Sixth  
Principal meridian according to  
government survey.*

Together with all the Tenements, Hereditaments, and Appurtenances to the same belonging, and all the  
Estate, Right, Title, Interest, Claim, or demand whatsoever of the said *Julian Hatch*  
and *Maria R Hatch* of, in, or to the same, or any part thereof,

To Have and to Hold the above described premises, with the appurtenances, unto the said  
*Fredrick Pike* and to *his* heirs  
and assigns forever.

And *We* hereby covenant with the said *Fredrick Pike*  
that *We* hold said premises by good and perfect title; that *We* have good right and lawful authority to  
sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever. And *We*  
covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

And the said *Maria R. Hatch*  
hereby relinquishes her right of dower in and to the above described premises.

Signed this *18<sup>th</sup>* day of *July* A.D. 18*87*.

In Presence of

*Mc J Thompson*  
*Julia Hatch*

*Julian Hatch*  
*Maria R. Hatch*

No. 3918

Samuel Charters

State of Nebraska  
York County

Filed for record June  
17. 1876 at 3 P.M. and  
recorded in numerical  
Index and in Book  
1 of deeds on page

1. J. H. Lincoln  
County Clerk

Paid

one 100

22



# THE UNITED STATES OF AMERICA,

## To all to whom these presents shall come, Greeting:

Homestead Certificate No. 3713  
APPLICATION 10880

**Whereas** There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Lincoln Nebraska, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Samuel Wharton, has been established and duly consummated, in conformity to law, for the South West quarter, of Section Twenty, in Township Five, North of Range One, West, in the District of lands subject to sale at Lincoln, Nebraska, containing One Hundred and Sixty acres

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now know ye, That there is, therefore, granted by the United States unto the said Samuel Wharton, the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said Samuel Wharton and to his heirs and assigns forever.

In testimony whereof, J. Whynes Grant, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the twentieth day of December, in the year of our Lord one thousand eight hundred and seventy five, and of the Independence of the United States the one hundredth

BY THE PRESIDENT: J. Whynes Grant By D. D. Leone, Secretary.  
C. W. Halcomb, Recorder of the General Land Office.





Discharge of Mortgage.

Jacob L. Rounds

to

Anders Larsson

Madison County, ss.

Recorded on the 8 day  
of May 1885, at 9  
o'clock A.M., in Liber 9 of

Discharges of Mortgages, at page  
and entered in Liber  
of Mortgages, at page 506.

F. M. Willis Clerk.

Fredrick Pike  
Newmas Grove  
Neb



I Jacob L. Rounds of the town of Vestal  
Broome County New York


Do Hereby Certify, That a certain Indenture of Mortgage, bearing  
date the twelfth day of September in the year of our Lord  
one thousand eight hundred and seventy nine, made and executed by  
Anders Larson a single man of Madison  
County, Nebraska to the said Jacob L. Rounds  
as security for the sum of three hundred  
and seventy five dollars

and recorded in the office of the clerk of the County of Madison  
in Liber 3 of Mortgages, page 213 on the 20<sup>th</sup> day  
of September 1879 at 3 o'clock P M., is redeemed,  
paid off, satisfied and discharged.

Dated the fourth day of October 1884.

Witnessed by

Radcliff Park

Jacob L. Rounds 

STATE OF NEW YORK,

Broome County, } ss.

On this fourth day of October in the year of  
our Lord one thousand eight hundred and eighty four, before me, the  
subscriber, a Notary Public of said County, appeared  
Jacob L. Rounds

to me personally known to be the same person described in, and who executed the above  
Indenture, and acknowledged that he executed the same.

R. Park  
Notary Public  
Broome County



564 Sec 33 = 21 = 4

ABSTRACT OF TITLE

To the following described Lands in

County, .....  
TO-WIT:

RE-EXAMINATION CERTIFICATE.

..... certify that ..... have carefully  
**Re examined** the title to the within described  
lands and find no conveyances, or liens of  
any kind affecting said lands, except.....  
Deed from.....  
To.....

dated..... 18 .., and secur-  
ing Loan of \$..... due..... years from  
date thereof, which said..... Deed is a **first**  
and **only** lien against said lands.

Dated this..... day of..... 18

Abstracter.

Certificate of Abstracter.

State of Virginia }  
Madison County. } ss.

I, the undersigned, do hereby certify that..... have carefully examined the title to the  
land described in the within abstract, and that the same is a full, complete and correct abstract of all  
conveyances upon record affecting the same.

Witness Wm hand at Wafolk this  
15<sup>th</sup> day of March 1887

Wm Abstracter.

4230

# ABSTRACT OF TITL

No.	GRANTORS	GRANTEES	INSTRUMENT	Consid'ation	Date Month
1	UNITED STATES	James M. Meneeley	Patent	\$6	June
2	James M. Meneeley & wife	Ann Eliza Stuart	Mortgage	\$350 =	Nov
3	James M. Meneeley & wife	James Stuart	Mortgage	\$35 =	Nov
4	James M. Meneeley & wife	James Stuart	Mortgage	\$160 =	June
5					
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23					
24					
25					

# MORTGAGE.

FROM

*Frederick Pike & Wife*

NEWMAN GROVE, NEB.

TO

*Herman Suars*

NEWMAN GROVE, NEB.

ENTERED IN NUMERAL INDEX.

Received for Record this *15<sup>th</sup>* day

of *May* A. D. 189*9*,

at *8* o'clock *9* M., and recorded in

Book *37* of Mortgages, Page *332*

*E. Heilman*  
County Clerk,

By *E. Heilman*  
Deputy.

*Madison* County, Nebraska.

Recording Fee, \$1.15, must be paid in Advance.

Return to *Citizens St 1216*  
*July 15*

Know all Men by these Presents,

That Frederick Pike and Lillian Pike Husband and Wife of Newman Grove Madison County and State of Nebraska in consideration of Eighteen hundred and no/100 DOLLARS in hand paid, do hereby Grant, Bargain, Sell and Convey unto Herman Saars Newman Grove Nebraska the following described Real Estate, situated in the County of Madison and State of Nebraska, to-wit:

The South-East Quarter (1/4) of Section Thirty Four (34) Township Twenty Two (22) Range Four (4) West of 6th P.M.

together with all the appurtenances thereto belonging; and we do hereby covenant with the said Herman Saars his heirs and assigns, that we lawfully seized of said premises; that they are free from incumbrance, and we do hereby covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

Provided always, this conveyance is upon condition: That whereas the said Frederick Pike and Lillian Pike have this day executed and delivered to the said Herman Saars six promissory notes as follows:

- Our Gov \$1800.00 Dated May 12, 1899 due May 12th 1904 Int. 10% from Maturity.
Our Gov \$108.00 Dated May 12, 1899 due May 12th 1900 Int. 10% from Maturity.
Our Gov \$108.00 Dated May 12, 1899 due May 12th 1901 Int. 10% from Maturity.
Our Gov \$108.00 Dated May 12, 1899 due May 12th 1902 Int. 10% from Maturity.
Our Gov \$108.00 Dated May 12, 1899 due May 12th 1903 Int. 10% from Maturity.
Our Gov \$108.00 Dated May 12, 1899 due May 12th 1904 Int. 10% from Maturity.

Now if the said Frederick Pike and Lillian Pike shall well and truly pay, or cause to be paid, the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note then these presents shall be null and void; but if said sum of money, or any part thereof, or any interest thereon, is not paid when the same is due, then in that case, the whole of said sum and interest shall become due by the terms of this indenture, or if the taxes and assessments of every nature which are or may be assessed or levied against said premises, are not paid at the time when the same are by law made due and payable, then in like manner the whole of said sum shall immediately become due and payable, and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided, the said Herman Saars

shall be entitled to the immediate possession of said premises; and in the event of the foreclosure of this Mortgage, a reasonable sum, to be determined by the court, shall be awarded in addition to the judgment, as an attorney's fee.

SIGNED this 12th day of May A. D. 1899. The notes secured by this indenture bear interest on the amount of \$1800.00. Frederick Pike, Lillian Pike.

THE STATE OF NEBRASKA, Madison COUNTY, ss.

On this 12th day of May A. D. 1899 before me a Notary Public in and for said County, personally came the above named Frederick Pike and Lillian Pike Husband and Wife who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantor and they acknowledged the Instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date aforesaid. My commission expires Aug 27 A. D. 1903. A. Randall Notary Public.



COMPARET

RELEASE OF MORTGAGE.

*Wm. J. Mullen*  
TO  
*Fredrick C. Mullen & Lillian C. Mullen*

STATE OF NEBRASKA. }  
County of *Madison* } ss.

This instrument was filed for record on the

*11* day of *April*

A. D. 1899, at *3* o'clock *P.* M.,

and is duly recorded in Book *40*

of *Mortgages* on Page *307*

*E. J. Mullen*  
County Clerk



22849

IN CONSIDERATION of the payment of the debt named therein, I hereby release the Mortgage made by

Fredrick Pille and Lillian E Pille

to

McCord Brady Co

on the following described property, situate in the County of Madison and State of Nebraska, to wit:

All of Lot number Twenty one in Block number Two (2) Railroad Addition to the town of Newman Grove in Madison County Nebraska

which was recorded on the 15<sup>th</sup> day of August 1896, in Book 36 of Mortgages, at Page 1 of the mortgage records of Madison County, Nebraska.

WITNESS my hand this 23<sup>rd</sup> day of October 1896

Signed and delivered in the presence of

George Spangler

McCord Brady Co  
By J. J. Koel Secy

State of

Nebraska

County of

Douglas

ss.

On this

23<sup>rd</sup>

day of

October

A. D. 1896 before me.

a Notary Public, duly qualified for and residing in said County, personally came

Deborah J. Hill

to me personally known to be the identical person whose name is affixed to the above release as maker, and acknowledged the said instrument to be his by him as Secretary voluntary act and deed.

[SEAL]

WITNESS my hand and official seal at in said County, the day and year last above written.

Omaha Nebraska

W. J. Oliver

Notary Public.





COMPARED.

RELEASE OF MORTGAGE.

*Edw R B...*  
*Memum Gravel*  
TO  
*Fredrick Pike*  
*Memum Gravel*

STATE OF NEBRASKA, }  
*Madison* County, } ss.

This instrument was filed for record on the

*25* day of *May*  
A. D. 189*9*, at *8* o'clock *PM*.

and is duly recorded in Book *40*  
of *Mortgages* on Page *474*.

*E. J. Hulman & Co. Clerk*  
*by 912 Hulman*

*Record & alg to*  
*ESB.*  
*Ret. to ESB*



*see*  
*1000 \$500%*

IN CONSIDERATION of the payment of the debt named herein, I hereby release the Mortgage made by  
*Fredrick Pils* *and* *Lillian E. Pils*  
to *Eda R Case*  
on the following described property, situate in the County of *Madison* and State of Nebraska, to wit:  
*The East 1/2 of the North East 1/4 of Section 17  
T. 2 S. R. 22 W. Range 7 West of the 6th  
P. 10 N*

which was recorded on the *18<sup>th</sup>* day of *February*, 1896, in Book *35*  
of Mortgages, at Page *282* of the mortgage records of *Madison* County, Nebraska.  
WITNESS my hand this *12<sup>th</sup>* day of *May*, 1899

Signed and delivered in the presence of  
*C. H. G. [Signature]*

*Eda R. Case*

State of *Nebraska* } ss.  
County of *Madison* }  
A. D. 1899, before me, *A. Randall* On this *12<sup>th</sup>* day of *May*  
a Notary Public, duly qualified  
for and residing in said County, personally came *Eda R. Case*

to me personally known to be the identical person whose name *is* affixed to the above  
release as maker, and acknowledged the said instrument to be  
voluntary act and deed.

[SEAL]

WITNESS my hand and official seal at *Newman Grove*  
in said County, the day and year last above written  
*A. Randall*  
Notary Public.



A. W. Wymann,  
President  
Thos. L. Kimball,  
Vice Pres.

W. B. Millard,  
Sec. & Treas.  
Geo. B. Lake,  
Counsel.

# OMAHA LOAN & TRUST COMPANY.

Omaha, Feb 2 1889

Wm. Miller & Richardson, Omaha  
Mr. W I Seales Pt  
Newman Grove

Dear Sir:--

Your favor of Jan 30 1889 enclosing \$ 92.50  
in payment of coupon No. 2 \$ 30 and second mortgage note  
No. 2 \$ 62.50 on your loan No. 1908 Pike  
has been received.

Enclosed please find cancelled note, second mortgage, and re-  
lease of same. Release should be filed for record at once, as a  
charge of \$5.00 is made for all duplicates issued by this Company.  
The coupon will be sent you as soon as it is received from the  
purchaser of the loan.

Yours truly,

W B Millard  
Treas.

# Satisfaction of Mortgage.

FROM

*Norman Saarn*

TO

*Frederick Pike*

Filed for record and entered on Numerical Index, the *'T'* day of *May* 190*1*, at *1* o'clock *P.M.*, and recorded in Book *43* of Mortgages, on page *50*.

*Phil Rauch*

County Clerk and Ex-officio Register of

Deeds, *Madison* County, Neb.

TRIBUNE, FREMONT, NEB.

COMPARED.

*Smith*

5-13

*W.C.*



*Handwritten notes and signatures on the reverse side of the document, including '5-13' and 'W.C.'.*

Know all Men by these Presents: That Herman Saare  
of Madison County, State of Nebraska for and in consideration of the payment of the  
notes secured thereby, do hereby acknowledge the full and complete satisfaction of a certain mortgage deed  
given to him  
by Frederick Pike & Lillian Pike his wife  
of Madison County, State of Nebraska dated May 12<sup>th</sup> 1899 and recorded in  
Book 37 of Mortgages, at page 332 of the records of Madison County, State of Nebraska,  
and secured upon the following described real estate, to-wit:

The South East Quarter (1/4) of Section Thirty four (34)  
Township twenty two (22) Range Four (4) West of 6<sup>th</sup> R.M.

Witness my hand this 13<sup>th</sup> day of May 1901

IN PRESENCE OF

McCauley

Herman Saare

STATE OF Nebraska

Madison County, } 88.

On this 13<sup>th</sup> day of May A. D. 1901

before me, a Notary Public in and for said County, personally appeared the above  
named Herman Saare

who is personally known to me to be the identical person whose name

is affixed to the foregoing satisfaction, and has acknowledged said  
instrument, to be his voluntary act and deed for the purpose therein stated.

WITNESSED my hand and official seal the day and year last above written.



Edw. J. Hart  
Notary Public

State of Illinois,  
COOK COUNTY.

ss.

J. F. Cleveland

a Notary Public in and for said County in the State aforesaid, do hereby certify that ALBERT KEEP, personally known to me to be the President of the WESTERN TOWN LOT COMPANY, and JOSEPH B. REDFIELD, personally known to me to be the Secretary of said Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that they, as such President and Secretary, signed, sealed and delivered the said instrument as the free and voluntary act of said WESTERN TOWN LOT COMPANY, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth. And I further certify that I know the seal affixed to said Instrument to be the corporate seal of said Company.

Given Under my hand and Notarial Seal, this 5th day of March A. D. 1887

J. F. Cleveland  
Notary Public

NO 12150

WARRANTEE DEED.

Lot 2 Block 2

Town of Westmoreland Nebraska.

WESTERN TOWN LOT COMPANY

Frederick D. Lee

OFFICE OF COUNTY CLERK.

STATE OF NEBRASKA,

COUNTY OF Madison } ss.

I hereby certify that the within Deed was filed in this office for Record on the 23rd day

of May A. D. 1887 at 11

o'clock P.M., and was duly recorded in book 15

of Deeds, on page 92

M. K. Reetz

County Clerk and ex-officio Register of Deeds.

By B. N. Pugh Deputy

Printed by the Chicago Legal News Co. 175 Monroe St.

THE NEWBANK INVESTMENT BANK

100

CASH LOT DEED-PLAIN, Nebraska.

No 12150

YTHUOO FOR COUNTY

Know all Men by these Presents, That the WESTERN TOWN LOT COMPANY, a

Corporation of the State of Iowa, party of the first part, for and in consideration of the sum of

One Hundred Eighty Two (82) <sup>and 25</sup> <sub>100</sub>

DOLLARS, in hand paid by

Frederick Pike

of Madison County, State of Nebraska

party of the second part, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part, the following described premises, situated in the Rail Road Addition to the

Town of Newmans Grove County of Madison and

State of Nebraska, and known as Lot numbered One (1) <sup>and</sup> Twenty one (21)

in Block numbered Two (2) as said Lots are laid down and described on the Plat of said Addition to said Town, as recorded in the office of the County Clerk of said County.

To Have and to Hold Said premises above described, unto the said party of the second part, his heirs and assigns Forever.

And the Said Party of the First Part, Does hereby covenant with the said party of the second part his heirs and assigns, that it is lawfully seized of the said premises; that the same are free from incumbrance; that it has good and lawful authority to sell and convey the same, and it Does Hereby Covenant that the above described premises in the quiet and peaceable possession of said party of the second part his heirs and assigns, against the lawful claims of all persons it will Warrant and Forever Defend.

In Witness Whereof, The said party of the first part hath set its corporate seal, and caused these presents to be signed by its President, and attested by its Secretary this Fifth day of March A. D. 1887

Western Town Lot Company,

By Alvin T. [Signature] PRESIDENT.

ATTEST: [Signature] SECRETARY. Feb 5/87

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

COUNTERSIGNED: [Signature] COMPROLLER.

APPROVED: [Signature] LAND COMMISSIONER.

EXAMINED AND PASSED BY [Signature]

Rec'd 1887 3/5

COMPARED.

Release of Mortgages.

The McKinley-Lanning Loan & Trust Co.,

-TO-

Fredrick Pick and Wife

STATE OF Nebraska  
Madison County, }

Entered in Numerical Index and filed for  
record in the Recorder's office of said county  
the 25 day of May 1899  
at 8 o'clock and — minutes, A.M.,  
and recorded in Book 40 of Mort-  
gages, on page 423.

By G. H. Hilman  
Deputy.

McKinley & Lanning,

Hastings, Nebraska.

Recorded by G. H. Hilman  
Ret. G. H. Hilman



26 \$1000.00

# RELEASE OF MORTGAGES.

IN CONSIDERATION of the payment of the debt named therein, THE MCKINLEY-LANNING LOAN & TRUST CO., release the mortgages made by Fredrick Pike and Wife on the following described property in Madison County, State of Nebraska to-wit: The South East quarter (1/4) of Section thirty four (34) Township twenty two (22) Range four (4) west which are recorded in Book 30 of Mortgages, page 622 and Book \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ of the records of said county and state.

IN WITNESS WHEREOF, THE MCKINLEY-LANNING LOAN & TRUST CO. has executed and delivered these presents by its \_\_\_\_\_ President and Asst Secretary, this 18<sup>th</sup> day of May A. D. 1899

WITNESS:

W. H. Lanning



THE MCKINLEY-LANNING LOAN & TRUST CO.,  
By W. H. Lanning President.  
Attest: M. H. Camahan Secretary.

STATE OF Nebraska }  
Madison County, }

On this 18<sup>th</sup> day of May A. D. 1899

before me, a Notary Public, in and for said County, personally came W. H. LANNING, President of THE MCKINLEY-LANNING LOAN & TRUST CO., to me personally known to be the identical person whose name is affixed to the above release, and acknowledged the execution of the same to be the voluntary act and deed of said company for the purposes therein expressed, and that the corporate seal of said company was thereto affixed by its authority.

WITNESS my hand and seal the day and year last above written.

Commission expires Sept 7. 1900 Pearle Boulusson Notary Public.

# Know all Men by these Presents:

That J.T. Hoffman and Frederick Pike, doing business under the firm name of Hoffman & Pike of the county of Madison and State of Nebraska, in consideration of the sum of Two hundred fifty eight & 33/100 DOLLARS,

to me in hand paid by The Citizens State Bank, as trustee of Newman Grove, Neb., part y of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do GRANT AND CONVEY unto the said party of the second part, its heirs and assigns, etc., the following goods, chattels and property, to-wit:

Our entire stock of merchandise, consisting of Dry Goods, Groceries, Boots & Shoes, Hats & Caps, Gloves, Millinery, Clothing, queensware, woodenware & Notions, Show cases, Scales, Butter & Egg tools and appliances and all other articles about the place, including Iron Safe.

This mortgage is given subject to a prior mortgage favor of the Newman Grove State Bank for \$1210.90 and one to the Citizens State Bank trustee for \$728.55

The above described chattels are now in my possession, are owned by me and free from all incumbrances in all respects. TO HAVE AND TO HOLD the same forever; and I, the said party of the first part, will forever warrant and defend the same against all persons whomsoever; upon condition, however, that if the said

Hoffman & Pike

shall pay the said Citizens State Bank one promissory note, dated Aug. 17<sup>th</sup> 1896 1896, and described as follows, to-wit:

One for <u>\$258.33</u>	Dollars, payable <u>one day after date</u>	189 <u>6</u>
One for	Dollars, payable	189 <u>6</u>
One for	Dollars, payable	189 <u>6</u>
One for	Dollars, payable	189 <u>6</u>
One for	Dollars, payable	189 <u>6</u>
One for <u>10</u>	Dollars, payable	189 <u>6</u>

with interest at the rate of 10 per cent per annum from date according to the tenor thereof, then these presents to be void, otherwise in full force.

And we, the said Hoffman & Pike do hereby covenant and agree to and with the said Citizens State Bank that in case of default made in the payment of the above mentioned promissory note or in case of my attempting to

dispose of or remove from said County of Madison the aforesaid goods and chattels, or any part thereof, or, if at any time the said mortgagee, or his assigns, should feel unsafe or insecure, then, and in that case, it shall be lawful for the said mortgagee, or his assigns, by himself or agent, to take immediate possession of said goods and chattels wherever found, the possession of these presents being his sufficient authority therefor, and to sell the same at public auction, or so much thereof as shall be sufficient to pay the amount due, or to become due, as the case may be, with all reasonable costs pertaining to the taking, keeping, advertising and selling of said property, together with the sum of \$          as attorney's fee. The money remaining after paying said sums, if any, to be paid on demand to the said party of the first part.

Said sale to take place at Newman Grove in the county of Madison and State of Nebraska, after giving at least twenty days' notice of such sale, by advertisement published in some newspaper printed in the county in which such sale is to take place, or in case no newspapers are printed therein, by posting up notices in at least five public places in said county, two of which shall be in the precinct where the mortgaged property is to be offered for sale.

WITNESS my hand and seal this 17<sup>th</sup> day of August 1896

G. J. Hoffman  
C. R. Hoffman } Witness.

J. T. Hoffman  
Frederick Pike

Jno. S. Brittain D.G. Co.  
 G.A. Kennard Grocer Co.  
 Farleigh Shoe Co.  
 Geo. E. McInch trustee R. Douglas Crockery Co. 53.17  
 \$83.26  
 83.30  
 39.60  
 \$258.33.

No. 1903 \$ 1000.

NEBRASKA  
REAL ESTATE  
FIRST MORTGAGE  
BOND

*Fredrick's Lumber*

TO THE  
OMAHA LOAN & TRUST COMPANY  
ASSIGNED TO

*John*

Date *January 24<sup>th</sup> 1888*

Due *February 1<sup>st</sup> 1893*

Negotiated by the  
Omaha Loan & Trust Co.  
OMAHA, NEB.

The value received the Omaha Loan & Trust Company hereby assigns  
this Note to \_\_\_\_\_ as order and

guarantee, first the collection of the principal of the within Note, second  
the prompt payment of the Coupons attached thereto.

In Witness Whereof the Omaha Loan & Trust Company  
has signed and delivered these presents by its President,  
and Treasurer, this *twenty* day of *March*, 1888

*Wm. W. Moore*  
President  
*Wm. W. Moore*  
Treasurer

The value received the Omaha Loan & Trust Company hereby assigns  
this Note to \_\_\_\_\_ as order  
without interest.

In Witness Whereof the Omaha Loan & Trust Company  
has signed and delivered these presents by its President,  
and Treasurer, this \_\_\_\_\_ day of \_\_\_\_\_ 1888

\_\_\_\_\_  
President  
\_\_\_\_\_  
Treasurer

NEBRASKA

# REAL ESTATE FIRST MORTGAGE

No. 1908



\$ 1000.

## COUPON BOND

On the first day of February 1893 for value received I promise to pay to the order of the **OMAHA LOAN AND TRUST COMPANY** the principal sum of One Thousand Dollars with interest thereon at the rate of Six per cent per year from the date hereof until maturity payable semi-annually according to the tenor of Five interest notes, one being for Twenty six and 70/100 Dollars and Nine each for Thirty Dollars bearing even date herewith, both principal and interest notes payable at the **CHEMICAL NATIONAL BANK, NEW YORK CITY**. And if default be made in the payment of any of said notes or any part of them, as the same mature, for the space of thirty days, or if the maker of this note and interest notes attached hereto shall allow the taxes or any other public rates and assessments on the property or any part thereof given as security for the aforesaid notes to become delinquent, or shall do any act whereby the value of said mortgaged property shall be impaired, then upon the happening of any of said contingencies, the whole amount herein secured shall at once be and become due and payable and the mortgagee, his legal representatives or assigns may proceed at once to collect this note and foreclose the mortgage given to secure said note and sell the mortgaged property or so much thereof as shall be necessary to satisfy said debt, interest and costs, and all taxes, public rates or assessments that may be due thereon or that may have been paid or incurred by the mortgagee, his representatives or assigns and which may be included in the judgment in such foreclosure case.

It is expressly agreed and declared that these notes are made and executed under and are in all respects to be construed by the laws of the **STATE OF NEBRASKA** and are secured by mortgage of even date herewith, duly recorded in Madison County of the State of **NEBRASKA**. This note bears interest at the rate of ten per cent per year payable half yearly after maturity until paid.

Dated at OMAHA, STATE OF NEBRASKA on the Twenty fourth day of February 1888. Frederick Pike  
Lillian E. Pike.

No.

COMPARED.

RELEASE OF MORTGAGE.

Herman Saase

TO

Frederick Pike  
and Lillian E. Pike

STATE OF NEBRASKA, }  
Madison County, } ss.

This instrument was filed for record on the

11 day of April

A. D. 1899, at 3 o'clock P.M.

and is duly recorded in Book 40

of Mortgages on Page 307.

E. J. Heilman  
County Clerk



THE OMAHA MERCURY.

City State Bank  
City 75-0

460 30

IN CONSIDERATION of the payment of the debt named therein, I hereby release the Mortgage made by Frederick Pike and Lillian E. Pike to Herman Saare on the following described property, situate in the County of Madison and State of Nebraska, to wit: Lot number twenty one (21) in Block number Two (2) Railroad addition to the town of Newman Grove in Madison county, Nebraska,

which was recorded on the 31<sup>st</sup> day of August, 1896, in Book 33 of Mortgages, at Page 362 of the mortgage records of Madison County, Nebraska.

WITNESS my hand this 9<sup>th</sup> day of January 1899

Signed and delivered in the presence of

W. E. Hum

} Herman Saare

State of Nebraska }  
County of Madison } ss.  
A. D. 1899, before me,

C. A. Randall On this 9<sup>th</sup> day of Jan.  
a Notary Public, duly qualified  
for and residing in said County, personally came Herman Saare

to me personally known to be the identical person whose name is affixed to the above release as maker, and acknowledged the said instrument to be his voluntary act and deed.

WITNESS my hand and official seal at Newman Grove in said County, the day and year last above written C. A. Randall  
Notary Public.

[SEAL]



RECEIVED  
JAN 10 1899  
MADISON COUNTY NEBRASKA

WARRANTY DEED.

-FROM-

James M. Meneely & wife

-TO-

Frederick Pike

Entered in Numerical Index of Deeds.

County Clerk.

Received for Record this 24<sup>th</sup>

day of March A. D. 1887

at 1 o'clock P. M., and recorded

in Book 12 of Deeds, at

Page 56

M. L. Berry

By C. W. Gub Deputy,  
County, Neb.

JOURNAL PRINT, SIOUX CITY.

The Newman Grover S & B

WARRANTY DEED.

Know all Men by these Presents, That Mr. James M. Meneely and Maggie A. Meneely (Husband and wife) in consideration of Two Thousand DOLLARS, in hand paid, do hereby GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto Frederick Pike the following described Real Estate, situate in the County of Madison and State of Nebraska to-wit:

The South-east Quarter (S.E. 1/4) of Section number Thirty-four (34) in Township number Twenty-two (22) north of Range Four (4) west of 6<sup>th</sup> Principal Meridian. Subject, nevertheless, to certain mortgage debts viz:  
One for \$35.00 under date November 21<sup>st</sup> 1882 and due January 1<sup>st</sup> 1888  
One for \$35.00 " " November 21<sup>st</sup> 1882 " " January 1<sup>st</sup> 1888  
One for \$60.00 " " June 5<sup>th</sup> 1884 " " on or before June 5<sup>th</sup> 1889.

Together with all the Tenements, Hereditaments and Appurtenances to the same belonging, and all the Estate, Title, Dower, Claim or Demand whatsoever of the said James M. Meneely and Maggie A. Meneely of, in or to the same, or any part thereof:

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Frederick Pike and to his heirs and assigns forever; and they the said James M. Meneely & Maggie A. Meneely for themselves and their heirs, executors and administrators, do covenant with the said Frederick Pike and with ~~this~~ heirs and assigns, that they lawfully seized of said premises, that they are free from incumbrance, and they have good right and lawful authority to sell the same, and that they will and their heirs, executors and administrators shall warrant and defend the same unto the said Frederick Pike and his heirs and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, We have hereunto set our hand S this nineteenth day of March A. D. one thousand eight hundred and eighty seven

IN PRESENCE OF  
A. Burrows  
THE STATE OF Nebraska  
Madison County, } ss.

James M. Meneely  
Maggie A. Meneely

On this 19<sup>th</sup> day of March A. D. 18 87. before me a Notary Public in and for said County, personally came the above named James M. Meneely and Maggie A. Meneely who are personally known to me to be the identical persons whose names are affixed to the above Deed as grantor and they acknowledged the Instrument to be their voluntary act and deed.

WITNESS my hand and Official Seal the date aforesaid.  
A. Burrows,  
Notary Public



Timber-Culture Certificate No. 89  
APPLICATION 361

# THE UNITED STATES OF AMERICA,

To all to whom these presents shall come, Greeting:

Whereas There has been deposited in the GENERAL LAND OFFICE of the United States a CERTIFICATE OF THE REGISTER of the LAND OFFICE at Steligh, Nebraska, whereby it appears that, pursuant to the Acts of Congress approved March 3, 1873, March 13, 1874, and June 14, 1878, "To encourage the Growth of Timber on the Western Prairies," the claim of Julian Hatch has been established and duly consummated, in conformity to law, for the East half of the North East quarter of Section thirty-four in Township twenty-two North of Range four West of the Sixth Principal Meridian in Nebraska containing eighty acres

according to the OFFICIAL PLAT of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the SURVEYOR GENERAL:

Now know ye, That there is, therefore, granted by the United States unto the said Julian Hatch the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said Julian Hatch and to his heirs and assigns forever.



In testimony whereof I, Benjamin Harrison, President of the United States of America, have caused these letters to be made Patent, and the seal of the GENERAL LAND OFFICE to be hereunto affixed.

Given under my hand, at the CITY OF WASHINGTON, the seventh day of March, in the year of our Lord one thousand eight hundred and ninety and of the Independence of the United States the one hundred and fourteenth

By the President: Benjamin Harrison

By M. M. Keane, Secretary.

M. Townsend, Recorder of the General Land Office.

The State of Nebraska, } ss.

Fillmore County.

On this

9<sup>th</sup>

day of

October

A.D. 1894, before me W. N. Babcock a Justice of the Peace

in and for said County, personally came Peter J. Feeling and  
Lucy Feeling, Husband and Wife

personally to me known to be the identical persons whose names  
affixed to the above deed as grantors, and acknowledged the execution  
of the same to be their voluntary act and deed.

Witness my hand and Signature Seal.

W. N. Babcock  
Justice of the Peace

Mortgage Deed.

Peter J. Feeling  
and  
Lucy Feeling  
TO  
W. N. Babcock

The State of Nebraska, } ss.  
Fillmore County.

Entered on Numerical Index and filed  
for Record in the Clerk's office of said  
County, the 19<sup>th</sup>  
day of December 1894  
at 2 o'clock and 50 minutes  
P. M., and recorded in Book 236  
of Mortgages, on Page 13

Peter E. Classen  
County Clerk.  
P. E. Classen  
Deputy.

5  
27/30  
(SHAVE THIS DEED, RECORDED.)

250  
115  
Pet. J. Feeling

# Know all Men by these Presents:

That We Peter J. Faling & Lucy Faling  
Husband and Wife  
of Fillmore County, State of Nebraska in consideration  
of the sum of Two Hundred and <sup>20</sup>/<sub>100</sub> DOLLARS,  
in hand paid, do hereby SELL AND CONVEY unto Wm. H. Faling

of Furnace County, and State of Nebraska the following described  
premises, situated in Douglas County, and State of Nebraska to-wit:  
Lot one (1) Two (2) Three (3) Four (4) Five  
(5) + Six (6) Block Four (4) Thirtieth  
(13) streets addition to South Omaha

The intention being to convey hereby an absolute title in fee simple, including all the rights  
of homestead, TO HAVE AND TO HOLD the premises above described, with all the appur-  
tenances thereunto belonging, unto the said William H. Faling

and to his heirs and assigns forever; provided always, and these presents are  
upon the express condition that if the said Peter J. Faling  
and Lucy Faling, their  
heirs, executors, or administrators, shall pay or cause to be paid to the said

Wm. H. Faling  
his heirs, executors, administrators, or assigns, the sum of  
Two Hundred Dollars (\$200), as follows,

Two Hundred Dollars, on the 9<sup>th</sup> day of October 1895  
Dollars, on the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_  
Dollars, on the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_  
Dollars, on the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_

with the interest thereon at the rate of 10% per annum  
according to the tenor and effect of the One promissory note of said  
Peter J. Faling and Lucy Faling bearing even date  
with these presents, then these presents to be void, otherwise to be and remain in full force.

Signed the 9<sup>th</sup> day of October A.D. 1894

In Presence of

W. N. Babcock

Peter J. Faling  
Lucy Faling

ASSIGNMENT OF MORTGAGE.

IN CONSIDERATION of the payment of One Thousand DOLLARS.

THE MCKINLEY-LANNING LOAN AND TRUST CO. assigns to Frederick Pike wife  
all interest as Mortgagee in the preceding mortgage executed by The South East Quarter 4th 1/4  
secured by \_\_\_\_\_

Section 34 Town W. 4th Range 14 West which is recorded in Book  
30 of Mortgages, on Page 659 of the Records of Madison County, Nebraska

IN WITNESS WHEREOF, THE MCKINLEY-LANNING LOAN AND TRUST COMPANY has executed and delivered these presents by its \_\_\_\_\_  
President and Chas Secretary, this 10th day of May A. D., 1894

WITNESS: J. Mayason }  
Attest: W. Lanning President.  
M. Lanning Secretary.

STATE OF NEBRASKA, }  
ADAMS COUNTY. } On this 10th day of May A. D., 1894

before me, a Notary Public, in and for said County, personally came W. Lanning  
President of THE MCKINLEY-LANNING LOAN AND TRUST COMPANY, to me personally known to be the identical  
person whose name is affixed to the above assignment, and acknowledged the execution of the same to be the voluntary act and deed of said company  
for the purposes therein expressed, and that the corporate seal of said company was thereto affixed by its authority.

WITNESS my hand and seal the day and year last above written.  
My Commission Expires June 23 1896 J. Mayason Notary Public.

THE STATE OF \_\_\_\_\_ }  
County. } On this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 189\_\_\_\_, before me

a Notary Public, in and for said County, personally came \_\_\_\_\_  
of the MCKINLEY-LANNING LOAN AND TRUST COMPANY, to me personally known to be the  
identical person whose name \_\_\_\_\_ affixed to the above assignment, and acknowledged the execution of the same to be the voluntary act and deed of  
said company for the purposes therein expressed, and that the corporate seal of said company was thereto affixed by its authority.

WITNESS my hand and seal the day and year last above written.  
My Commission Expires \_\_\_\_\_ Notary Public.

No. 147143

MORTGAGE.

Frederick Pike wife  
TO

THE MCKINLEY-LANNING LOAN AND TRUST CO.

Dated, March 15th 1894

To secure note for \$ 1000.00

THE STATE OF Nebraska } ss.  
Madison County,

Entered on Numerical Index and filed for  
record in the Recorder's Office of said County,  
the 19th day of March, 1894, at 4  
o'clock and \_\_\_\_\_ minutes

M., and recorded in Book 30 of  
Mortgages on Page 652

By J. E. Kaufman  
Recorder of Deeds.

WHEN RECORDED MAIL TO  
MCKINLEY & LANNING,  
MORTGAGE BROKERS,  
HASTINGS, - - - NEBRASKA.

This Indenture, Bearing Date March Fifteenth 1894, between Frederick Pike and Lillian E. Pike his wife

of the first part, and THE MCKINLEY-LANNING LOAN AND TRUST COMPANY, of the second part; WITNESSETH, that said

Frederick Pike is indebted to THE MCKINLEY-LANNING LOAN AND TRUST COMPANY One Thousand and no/100 DOLLARS,

evidenced by one promissory bond of even date herewith, executed by said

Frederick Pike payable to the order of said MCKINLEY-LANNING LOAN AND TRUST COMPANY, as follows:

One Thousand and no/100 DOLLARS,

due on the first day of April 1899, with interest at Six per centum per annum, payable semi-annually as shown by ten coupons to said bond attached; said bond and coupons to bear ten per cent interest from maturity until paid, and payable at the office of THE MCKINLEY-LANNING LOAN AND TRUST COMPANY, in Philadelphia, Penn.. To secure the payment of aforesaid indebtedness, with interest, and a performance of all covenants herein expressed, said first party do hereby SELL AND CONVEY to said second party, its successors or assigns, the following

described premises, situated in Madison County, State of Nebraska to-wit:

The south east quarter of

Section Thirty Four (34), Township Twenty Two (22), Range Four (4) West of the 6th P. M., containing one hundred and sixty (160) acres, Government Survey, together with all rights thereunto appertaining, in-

cluding the right of homestead, dower, curtesy, or other rights or interests, vested or contingent, under the laws of said State, and waiving, at the option of said second party, or assigns, all benefit of exemption, valuation, appraisalment and stay laws of the state wherein said premises are located. THIS INDENTURE FURTHER WITNESSETH, that the party of the first part for themselves their heirs, executors and administrators, do covenant with said second party, its successors and assigns, that they will warrant and defend the same against the lawful claims of all persons.

Said first party hereby covenants to neither commit nor permit waste on said premises, and to insure the buildings on said premises and keep them insured, until said indebtedness is paid, in such insurance company as said second party may select, for the sum of \_\_\_\_\_ Dollars, the policy to be so drawn, that the loss, if any, shall be paid to said second party, its successors or assigns. Said first party hereby constitutes and appoints said second party, as attorney in fact for said first party, to assign and transfer such policy to grantee of said first party, in case of a conveyance of the premises on which the buildings insured are situated.

The said first party hereby agrees to pay all taxes or assessments now subsisting or hereafter to be laid or imposed upon said real estate, and which may be in effect, a charge thereupon, or upon this mortgage or the notes secured thereby in said State of Nebraska before the same become delinquent, and if not so paid, the second party herein, or its assigns, may without notice declare the whole sum of money herein secured, due and collectible at once, or may elect to pay said taxes or assessments upon said premises or upon this mortgage or the debt secured thereby, and be entitled to interest upon the same at the rate of ten per cent. per annum, and this conveyance shall stand as security for the amount so paid, with interest.

The said first party further agrees, that the said second party, at any time during the existence of said indebtedness, and until the same is fully paid, shall have full power, and is hereby authorized, as attorney in fact of said first party, to pay all liens that may in any manner effect the title to the land herein conveyed, or any sum that may be necessary to perfect title to said land, and for the repayment of all moneys so paid, with interest thereon from the date of such payment at the rate of ten per cent. per annum, payable semi-annually, this indenture shall be as security in like manner, and with like effect, as for the payment of said bond and interest coupons. In case of foreclosure of this mortgage, party of first part agrees to pay for extending abstract of title.

It is further agreed that if default be made, and continue for ten days, in the payment of said bond, or any of said coupons, or any part thereof, when due, in procuring insurance, paying taxes, or in keeping and performing all covenants herein contained, then said bond and accrued interest, shall at the option of the owner, become at once due and collectible, without notice, and suit may be commenced at once in foreclosure of this Indenture.

I further promise to pay, in case suit be brought for collection of said bond, an attorney fee of ten per cent. of the amount of this debt, interest and costs, at the time judgment is rendered, which attorney fee shall be made part of the judgment rendered in such suit.

Said party of the first part further agrees that in case of default in payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first party shall pay to the owner of said bond, interest at the rate of ten per cent. per annum, computed annually on said principal bond, from the date of said bond, to the time when the money shall be actually paid; any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent., and in case of foreclosure, judgment shall be rendered for this amount.

PROVIDED ALWAYS, That upon a full performance of all agreements, at the time and in the manner herein specified, then this Indenture shall be void, and said premises re-conveyed at expense of said first party, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, The said party of first part hereunto set their hand.

SIGNED IN PRESENCE OF  
(Two witnesses required to this Instrument.)  
Frederick Pike  
Lillian E. Pike

THE STATE OF Nebraska }  
Madison County. }  
On this 19th day of March A. D. 1894, before me  
John A. Husemutter a Notary Public in and for said County,  
personally came Frederick Pike and Lillian E. Pike  
his wife

personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed, for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, on the \_\_\_\_\_ day last above written.

My Commission Expires June 18th 1897 John A. Husemutter Notary Public.

I, Emily M. Gillette of Stowe, Vermont, being in good health of body and of sound and disposing mind and memory, and being desirous to settle my worldly affairs while I have strength and capacity do make and publish this my last will and testament

I give and devise to my four grand-children Edith L., James W., Merry E., and Walter E. Gillette each one fourth of my real estate situated in Newman Grove, Nebraska, consisting of Lots 2, 9, and 12 (two, nine and twelve) of Block 2 (two) Railroad addition to the village of Newman Grove, Nebraska, in common, or if sold then each to have one fourth of the proceeds resulting from the sale of said real estate.

I give and bequeath to my granddaughter Merry E. Gillette ~~one~~ half of my household effects including furniture, beds bedding but all my silver and plated ware I give and bequeath to my granddaughter, Merry E. Gillette. All my real estate situated in the town of Stowe Vermont in common, to wit: My home place where I now reside.

I give and bequeath to my granddaughter, Merry E. Gillette one half of all the residue of my estate consisting of money I may have in Savings Banks or otherwise and property I may have evidenced by notes or other paper. The remaining half I give and bequeath to my grandson, James W. Gillette.

I give and bequeath to my grand-daughter Merry E. Gillette my father's family bible, The marble Lamb chiseled by my hus<sup>band,</sup><sub>1</sub> The old map of Vermont drawn by Susan Gillette in 1812, And the piano, Also the old hammer which was formerly the property of Capt. Nathan Robinson's father.

I give and bequeath my grandson James W. Gillette half my household effects including furniture beds bedding.

I give and bequeath to my grand-daughter Edith L.Gillette Switzer one of my solid silver table spoons lettered E.M.D.

I give and bequeath my grand-daughter Merry E.Gillette my gold watch which was given me by her father Dr.W.S.Gillette

I hereby nominate,~~constitute~~ and appoint James W.Gillette of East Montpelier, Vermont to be executor of this my last will and testament.

In witness whereof I have hereunto subscribed my name and affixed my seal this 9th day of March A.D.1908.

Emily M.Gillette.

L.S.

March 9,1908 Stowe,Vermont

Signed and declared by the said Emily M.Gillette as and for her last will and testament in the presence of us, who at her request, in her presence and in the presence of each other have this 9th day of March A.D. 1908 hereunto subscribed our names as witnesses.

Nettie M.Stafford

J.L.Stafford

W.J.Williams

Arville Story

STATE OF VERMONT, } The Hon. Probate Court, for the District  
District of Lamoille, ss. } aforesaid,

To all to whom these presents shall come,

**GREETING :**

Know Ye, That upon the day of the date hereof, at a session of said Court, holden at Hyde Park, in said District, an Instrument, .....  
a copy of which is hereunto annexed, purporting to be the last Will and Testament of  
*Emily M Gillette* late of *Stowe*  
deceased, who had, while she lived and at the time of her death, goods, chattels, rights and credits, in the District aforesaid, was presented to said Court and duly proved.

The Court, aforesaid, doth therefore, by virtue of the power and authority thereunto given, in and by the laws of the State aforesaid, approve and allow the said Instrument .....  
..... as the last Will and Testament of said deceased, and doth commit the administration thereof, in all matters concerning the same, and of the estate of the said  
*Emily M Gillette* whereof she died, seized and possessed in this State unto .....

*James H. Gillette*

the Execut<sup>r</sup> in said Will named, well and faithfully to execute the same, and to administer the estate of said deceased according thereunto, .....  
..... he, the said *James H. Gillette*, accepting the said trust, and having given bonds to return, or caused to be returned, a true and perfect inventory of said estate, to the Probate Court for the District aforesaid, within three months; and to render to said Court a just and true account of *his* administration within one year, and at any other time when required by said Court.

In Testimony Whereof, I hereunto affix the seal of said Court, and subscribe my name, at Hyde Park, in said district, this *21<sup>st</sup>* day of *November* A. D. 190*8*

Seal

*Edwin C. White Judge*  
*Edwin C. White Judge*

A true record Attest



# WILL PRESENTED.

Estate of Emily M. Gillette

STATE OF VERMONT, } In Probate Court, held at HYDE PARK, within and for said District, on the 29<sup>th</sup>  
- DISTRICT OF LAMOILLE, SS. - } day of October A. D. 1898

AN INSTRUMENT, purporting to be the last Will and Testament of Emily M. Gillette late  
of Stowe in said district, deceased, being presented by James H. Gillette the  
Execut. ~~or~~ for Probate, it is ordered by said Court, that all persons concerned therein be notified to appear at a session  
thereof, to be held at the Probate Office in Hyde Park in said district on the 21<sup>st</sup> day of November A. D. 1898, at  
10 o'clock, in the forenoon, and show cause, if any they have, against the probate of said Will; for which purpose it  
is further ordered, that this order be published three week successively in the News and Citizen  
a newspaper printed at Morrisville & Hyde Park in this State, previous to said time of hearing.

BY THE COURT—ATTEST,

Edwin C. White Judge.

ment in the presence of all said witnesses.

It is, therefore, adjudged by said Court, that the aforesaid instrument is duly proved to be the  
last Will and Testament of Emily M. Gillette late of Stowe  
deceased, aforesaid, and the same is allowed and established as such, and ordered to be recorded;  
and is as follows, to wit:

BY THE COURT—Attest,

Edwin C. White Judge. Register.

with the original record thereof now being and remaining in this office, and that the same is a true and  
correct transcript therefrom, and of the whole and every part thereof.

IN TESTIMONY WHEREOF, I hereunto affix the seal of said Court and sub-  
scribe my name at Hyde Park in said District  
this 21<sup>st</sup> day of April A. D. 1909

Lizzie A. White Register



# State of Vermont

District of Lamoille

In Probate Court Holden at Hyde Park in said District, on  
the 21<sup>st</sup> day of November A. D. 1908.

Present, Hon. Edwin C. White Judge.

An Instrument, Purporting to be the last Will and Testament of Emily M. Gillette  
late of Stowe in said District, deceased, comes before  
said Court for Probate, agreeably to previous order thereof. Whereupon, due notice is proved, and  
no one appearing to contest the allowance of said instrument, Nettie M. Stafford  
one of the subscribing witnesses thereto, appears in Court, and being duly sworn, testifies that She  
saw Emily M. Gillette testatrix sign and seal the said instrument, and  
heard her publish and declare it to be her last Will and Testament; that she was of sound  
and disposing mind and memory when she did the same; that she the said Nettie M.  
Stafford J. L. Stafford and H. J. Williams and  
Arvilla Story  
all signed the said instrument as witnesses thereof, at the request and in the presence of the said  
testatrix, and in the presence of each other; and that the said testatrix executed the said instru-  
ment in the presence of all said witnesses.

It is, therefore, adjudged by said Court, that the aforesaid instrument is duly proved to be the  
last Will and Testament of Emily M. Gillette late of Stowe  
deceased, aforesaid, and the same is allowed and established as such, and ordered to be recorded;  
and is as follows, to wit:

BY THE COURT—Attest,

Edwin C. White Judge Register.

with the original record thereof now being and remaining in this office, and that the same is a true and  
correct transcript therefrom, and of the whole and every part thereof.

IN TESTIMONY WHEREOF, I hereunto affix the seal of said Court and sub-  
scribe my name at Hyde Park in said District  
this 21<sup>st</sup> day of April A. D. 1909

Lizzie A. White Register

State of Vermont.

DISTRICT OF Lamoille ss.

PROBATE COURT.

I, Lizzie A. White Register of the Probate Court within and for said District and having by law the custody of the seal, records and files of said Court, do hereby certify that I have compared the foregoing copy of records in the office of said Court to wit:- The last will and testament of Emily M. Gillette, late of Stowe, in said District deceased, order presenting it to Probate, the proof of said will, and Letters Testamentary.

with the original record thereof now being and remaining in this office, and that the same is a true and correct transcript therefrom, and of the whole and every part thereof.

IN TESTIMONY WHEREOF, I hereunto affix the seal of said Court and subscribe my name at Hyde Park in said District this 21<sup>st</sup> day of April A. D. 1909  
Lizzie A. White Register



# State of Vermont.

DISTRICT OF Lamoille SS.

PROBATE COURT.

I, Edwin C. White Judge of the Probate Court within and for said District do hereby certify that Lizzie A. White, whose signature is affixed to the annexed certificate and attestation, is the Register and proper certifying officer of said Court, and has, by law, the custody of the seal, records and files of said Court, and that said certificate and attestation are in due form, and entitled to full faith and credit.

IN WITNESS WHEREOF I have hereunto set my hand at Hyde Park in said District, this 21<sup>st</sup> day of April, one thousand nine hundred and nine

Edwin C. White  
Judge.

I, Lizzie A. White, Register of the Probate Court in and for said District do hereby certify that the Honorable Edwin C. White by whom the foregoing attestation was made and who has thereunto subscribed his name, was at the time of making thereof and still is sole and presiding Judge of the Probate Court of said District of Lamoille duly commissioned and sworn, to all whose acts as such Judge full faith and credit are and ought to be given as well in courts of judicature as elsewhere.

IN TESTIMONY WHEREOF, I hereunto affix the seal of said Court, and subscribe my name at Hyde Park in said District, this 21<sup>st</sup> day of April A. D. 1909  
Lizzie A. White Register

\$ 490

# REDEMPTION CERTIFICATE.

No. 319

THE STATE OF NEBRASKA, }  
Madison County, } ss.

COUNTY TREASURER'S OFFICE,

Madison, Feb 23 1894

I, ED. O'SHEA, Treasurer of said County, do hereby certify that  
has this day paid me the sum of

*Fred Pike*  
*Twenty Four & 90/100* DOLLARS,

in full for the Redemption of the following described Real Estate in said County, the same having been sold on the  
day of *Nov.* A. D. 18 *93*, for the taxes levied for the  
year A. D. 18 *92*, also subsequent Taxes for the year 18 \_\_\_\_\_ and year 18 \_\_\_\_\_, paid by purchaser.

DESCRIPTION

Section or Lot

Town or Block

Range

Acres

*E 1/2 NE SE 4*

*3492 4 240*

*Ed. O'Shea*

*Ed. O'Shea*  
*C. Wilder*

Treasurer.

Deputy.

Know All Men By These Presents, That the Hope Cemetery Association, a corporation duly established in the County of Platte, State of Nebraska, in consideration of the sum of \$ 5.<sup>00</sup> paid by Mary B. Hoffmann of Newman Grove in the County of Madison, and State of Nebraska doth hereby sell, grant and convey unto Mary B. Hoffmann the Real Estate described as follows, to-wit: 1 lots numbered (100.) One Hundred, situated in the Hope Cemetery, in the north-east quarter, of section four, township twenty, west of range four west of the sixth principal meridian, in Platte County, Nebraska. To have and to hold said Real Estate with all the appurtenances thereto belonging to the said grantee her heirs and assigns forever and to their use forever. And the said Corporation hereby covenants to Warrant and Defend the title thereof against all persons whomsoever. And reference may be had to the surveyors plat of Hope Cemetery the same being in the custody of the Secretary of the Association; and to the Articles of Incorporation of the Association recorded in book A, pages 258, 259, 260 and 261, in the office of the Clerk of Platte County, Nebraska, in further defining this conveyance.

In Witness Whereof these presents are signed by the President and countersigned by the Secretary of said Corporation, this 13<sup>th</sup> day of Nov A. D. 1895.

James Martin President.  
Geo. J. Lymath Secretary.

The State of Nebraska, Madison County, ss:

On this 13<sup>th</sup> day of Nov A. D. 1895, personally appeared James Martin and Geo. J. Lymath personally to me known to be the identical persons whose names are subscribed to the foregoing instrument and acknowledged the same, in behalf of said grantors, to be their voluntary act and deed.

Before me

Rufus Coyer  
 Notary Public



Fees for Recording, \$1.15. Must be Paid in Advance.

# MORTGAGE.

FROM

Frederick Pusey & wife

TO

Herman Saare

Entered in Numerical Index.

Received for Record this 21<sup>st</sup> day  
of August A. D. 1896  
at 9 o'clock A. M., and recorded in  
Book 33 of Mortgages, page 362

C. E. Hilman  
County Clerk,

By J. E. Bunker  
Deputy,  
Madison County, Nebraska.

PRESS OF THE DAILY NEWS, NORFOLK.

The within  
Mortgage was  
paid in full  
this 5<sup>th</sup> day of Jan. 1899  
H. Saare

H. Saare  
of Newman Grove

MORTGAGE.

Know all Men by these Presents, That *Mr Frederick Pike and Lillian E. Pike (husband and wife) of Newman* of *Madison* County and State of *Nebraska*

in consideration of *Four hundred (400.00) Dollars* in hand paid, do hereby *Grant, Bargain, Sell and Convey* unto *Herman Saars*

the following described Real Estate, situate in the County of *Madison* and State of *Nebraska*, to-wit:

*Lot 21, Block 2 of Rail Road addition to the town of Newman Madison County Nebraska*

together with all the appurtenances thereto belonging; and *we* do hereby covenant with the said *Herman Saars*

heirs and assigns, that *we* as lawfully seized of said premises; that they are free from incumbrance, and *we* do hereby covenant to *WARRANT AND DEFEND* the said premises against the lawful claims of all persons whomsoever

upon condition: That, whereas, the said *Frederick Pike and wife* have this day executed and delivered to the said *Herman Saars*

promissory note as follows: *Our note for \$400.00 dated August 18th 1896 due one year from date with interest at the rate of 10 per cent per annum from date until paid interest payable annually*

Now if the said *Frederick Pike or Lillian E. Pike* shall well and truly pay, or cause to be paid, the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note then these presents shall be null and void; but if said sum of money, or any part thereof, or any interest thereon, is not paid when the same is due, then in that case, the whole of said sum and interest shall become due by the terms of this indenture; or if the taxes and assessments of every nature which are or may be assessed or levied against said premises, are not paid at the time when the same are by law made due and payable, then in like manner the whole of said sum shall immediately become due and payable, and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided, the said

*Herman Saars* shall be entitled to the immediate possession of said premises; and in the event of the foreclosure of this Mortgage, a reasonable sum, to be determined by the court, shall be awarded in addition to the judgment, as an attorney's fee.

SIGNED this *19th* day of *August* A. D. 189*6*

IN PRESENCE OF *J. B. Bowers* *Frederick Pike*  
*Lillian E. Pike*

THE STATE OF NEBRASKA, }  
*Madison* County, } ss.

On this *19th* day of *Aug* A. D. 189*6*  
before me a *Notary Public* in and for said County,  
personally came the above named *Frederick Pike and Lillian E. Pike* who are personally known to me to be the identical persons whose names are affixed to the above Instrument as grantor and *they* acknowledged the Instrument to be *their* voluntary act and deed.

WITNESS my hand and seal the date aforesaid.

My Commission expires A. D. 189

*M. C. Weitzel*  
*Notary Public*





Know all Men by these Presents, That

Wm Frederick Lake and  
Lillian S. Lake his wife

of the County of Madison and State of Nebraska part of the first part,  
for and in consideration of the sum of One Thousand

DOLLARS, in hand paid by OMAHA LOAN AND TRUST COMPANY, of the County of  
Douglas, and State of Nebraska, party of the second part, the receipt whereof is hereby acknowl-

edged, do hereby sell and convey unto the said party of the second part, the following described  
premises, situate in the County of Madison and State of Nebraska to-wit:

South East quarter (SE<sup>1/4</sup>) and East half (E<sup>1/2</sup>) of North East  
quarter (NE<sup>1/4</sup>) Section thirty four (34) Township twenty two  
(22) Range four (4) West of the sixth Principal Meridian  
containing in all Two hundred and forty (240) acres by Gov-  
ernment survey

TO HAVE AND TO HOLD the above described premises, with the appurtenances thereunto  
belonging, the intention being hereby to convey a title in fee simple, including all rights either  
of dower, homestead or tenant by the courtesy unto the party of the second part, its legal  
representatives or assigns, forever.

PROVIDED, ALWAYS, And these presents are upon this condition, that if the party of  
the first part, or his legal representatives, shall pay or cause to be paid to the party of  
the second part, its legal representatives or assigns, the sum of One Thousand

\_\_\_\_\_ Dollars, according to the tenor of one promissory note, made by  
the party of the first to the party of the second part, and of even date herewith, for the sum  
of One Thousand

\_\_\_\_\_ Dollars, with interest at the rate of  
Six per cent. per annum, payable semi-annually, and as provided in said note, the interest and  
principal to bear interest, after maturity, at the rate of ten per cent. per annum until paid.

AND PROVIDED, FURTHER, That if said party of the first part shall well and truly  
perform all and singular the several covenants, conditions and stipulations contained in said  
promissory note and in this instrument, and shall pay all sums of money for taxes and in-  
surance, as hereinafter stipulated, then these presents to be void, otherwise to remain in full  
force. And said party of the first part hereby relinquish all rights of dower, homestead  
and tenant by courtesy in and to the above described premises.

And the said partus of the first part hereby covenant—and agree—with the said party of the second part, its legal representatives or assigns, that they hold said premises by title in fee simple; that they have good right and lawful authority to SELL AND CONVEY the same; that they are free and clear of all liens and incumbrances whatsoever; that they will WARRANT AND DEFEND the title to said premises against the lawful claims of all persons whomsoever, unto the said party of the second part, its legal representatives or assigns forever.

That \_\_\_\_\_ will keep the buildings now or hereafter erected upon said premises, insured for the benefit of the said party of the second part, its legal representatives or assigns, as long as this mortgage shall remain a lien upon said premises, in the sum of \_\_\_\_\_ Dollars, in one or more companies doing business in the State of \_\_\_\_\_, to be named by the party of the second part, its legal representatives or assigns, and that upon failure of the part \_\_\_\_\_ of the first part, \_\_\_\_\_ legal representatives or assigns to cause said property to be insured, as above stated, then the said party of the second part, its legal representatives or assigns, may at once cause said buildings to be insured as above provided.

That they will pay all taxes assessed against said property before the same become delinquent, and in default thereof, said party of the second part, its legal representatives or assigns, may pay the same.

That if default shall be made in the payment of said interest, when the same becomes due, for the space of ten days, or if the partus of the first part their legal representatives or assigns shall allow the taxes on the above described property, or any part thereof to become delinquent; or shall do or suffer any act to be done whereby the value of said premises shall be impaired as a security for said promissory note and interest; or shall fail to insure said property as herein provided; or if said partus of the first part do not hold said premises by title in fee simple, or have not good right and lawful authority to sell and convey the same; or fail to keep the covenant to warrant and defend said premises against the lawful claims of all persons whomsoever, or fail to perform any of the covenants herein contained; or if said premises are not free and clear of all liens or incumbrances whatsoever, then, or upon the violation of any of said covenants, said promissory note at the election of the lawful holder thereof, shall become due and collectable at once, and said partus of the first part hereby waive all notice of such election, and the said party of the second part, its legal representatives or assigns, may proceed to foreclose this mortgage to satisfy the debt hereby secured, together with interest and costs, and all taxes that may be due thereon, which the said party of the second part, its legal representatives or assigns, may pay if elect so to do, and all premiums paid and expenses incurred for making insurance and paying taxes as above provided by the second party, its legal representatives or assigns, shall be secured by this mortgage, together with interest on same at ten per cent. per annum from the dates of such payments, and be included in the judgment of foreclosure. And in case suit is brought to foreclose this mortgage, the partus of the first part agree—to pay such reasonable attorney's fee therefor as may be allowed by the Court, to be included in the decree of foreclosure.

And it is further mutually agreed and understood, that this mortgage and promissory note secured hereby are made and executed, and are to be construed with reference to the laws of the State of Nebraska.

In Witness Whereof, We hereunto set Our hand this Twenty fourth day of February A.D. 1888

IN PRESENCE OF  
Myr A. Seales

Frederick Pike  
Lillian E. Pike

THE STATE OF Nebraska  
Madison COUNTY. } SS.

On this Twenty Ninth day of February A.D. 1888  
before me Wm J Scalus a Notary Public in and for said  
County, personally came Frederick Pike and Lillian E Pike

who are personally to me known to be the identical  
persons whose names are affixed to the above instrument as grantor, and acknowledged  
the same to be Their voluntary act and deed, and that They have voluntarily released all  
Their rights of homestead, dower or tenant by the courtesy in and to the within described  
premises.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal at Newman Grove on  
the day and date last above written.

Wm J Scalus  
Notary Public

ASSIGNMENT OF MORTGAGE.

For Value Received, the OMAHA LOAN AND TRUST COMPANY hereby sells and conveys all its  
right, title and interest in and to the within mortgage and the debt secured thereby, to \_\_\_\_\_  
of \_\_\_\_\_ County, State  
of \_\_\_\_\_ and hereby authorize and empower the said \_\_\_\_\_  
to receipt for and cancel this mortgage of record upon  
payment thereof.

IN WITNESS WHEREOF, the OMAHA LOAN AND TRUST COMPANY has signed  
and delivered these presents by its President and Treasurer, this  
Tenth day of March A.D. 1888

IN PRESENCE OF  
Grant Brown Wm J Scalus President.  
Wm J Scalus W B Millard Treasurer.

STATE OF NEBRASKA,  
DOUGLAS COUNTY. } SS.

On this Tenth day of March in the year  
of our Lord, one thousand eight hundred and eighty eight before me a  
Notary Public, personally appeared Wm J Scalus  
and W B Millard.

who, I am satisfied are the President and Treasurer of the OMAHA LOAN AND TRUST COMPANY therein  
mentioned, and acknowledged said assignment to be their voluntary act and deed, and the vol-  
untary act and deed of said OMAHA LOAN AND TRUST COMPANY.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of  
office, the day and year last above mentioned.

Wm J Scalus  
Notary Public

No. 1908

# MORTGAGE.

*Judith C. Pike and  
William C. Pike*

TO THE

Omaha Loan and Trust Co.,  
OMAHA, NEBRASKA.

Entered in Numerical Index and

Filed for record the 2nd  
day of *March* 1888, at

9 o'clock A. M. and Recorded in  
Book 15 of Mortgages, on Page 713

Records of *Madison* County,  
State of *Nebraska*

*M. L. Berry*

*By G. S. Sperry* Clerk.

NEGOTIATED BY THE

OMAHA LOAN AND TRUST CO.,  
OMAHA, NEBRASKA.

Olson, Miller & Richardson, Printers, Omaha

STATE OF NEBRASKA

STATE OF NEBRASKA

STATE OF NEBRASKA

STATE OF NEBRASKA

# MORTGAGE.

from  
James W Menely  
Maggie A Menely  
TO  
James Frank

## ENTERED IN NUMERICAL INDEX.

Received for Record this 3 day

of June A. D. 18 88

at 1 o'clock P. M, and recorded in

Book P of Mortgages, Page 28

F. H. Hillis

County Clerk,

Madison County, Nebraska.

THATCH & STUART,  
REAL ESTATE AGENTS,  
Madison, Nebraska.

Know all Men by these Presents, That James M Menely & Maggie A Menely of Madison County and State of Nebraska in consideration of One hundred ninety Dollars, in hand paid, do hereby Grant, Bargain, Sell and convey unto James Stuart

the following described Real Estate, situate in the County of Madison and State of Nebraska to-wit:

The south east quarter (SE 1/4) of section thirty four (34) of township twenty two (22) north, of range 4 west of the sixth principal meridian

together with all the appurtenances thereto belonging; and we do hereby covenant with the said James Stuart his heirs and assigns, that we are lawfully seized of said premises; that they are free from incumbrance, and we do hereby covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever

upon condition: That whereas, the said James M Menely & Maggie A Menely have this day executed and delivered to the said James Stuart their one simple promissory note as follows:

dated Madison Neb June 5th 1884 for the sum of One hundred ninety Dollars with interest at 10% per cent payable annually at Banking house of James Stuart Madison Neb

Now if the said James M Menely & Maggie A Menely shall well and truly pay, or cause to be paid, the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note then these presents shall be null and void; but if said sum of money, or any part thereof, or any interest thereon, is not paid when the same is due, then, in that case, the whole of said sum and interest shall become due by the terms of this indenture; or if the taxes and assessments of every nature which are or may be assessed or levied against said premises, are not paid at the time when the same are by law made due and payable, then in like manner the whole of said sum shall immediately become due and payable, and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided, the said James Stuart his heirs and assigns shall be entitled to the immediate possession of said premises; and in the event of the foreclosure of this Mortgage, a reasonable sum, to be determined by the court, shall be awarded in addition to the judgment, as an attorney's fee.

SIGNED this 5th day of June A. D. 1884

IN PRESENCE OF

John S. Crow

James M. Menely  
Maggie A. Menely

The State of Nebraska,  
Madison COUNTY, ss.

On this 5th day of June A. D. 1884 before me a Notary Public in and for said County, personally came the above named James M Menely & Maggie A Menely who are personally known to me to be the identical persons whose name are affixed to the above instrument as grantor and they each acknowledged the Instrument to be Their voluntary act and deed.

WITNESS my hand and notarial seal the date aforesaid.

John S. Crow  
Notary Public



# RELEASE OF MORTGAGE.

*Andrew Henry*

-TO-

*Anders Larson*

The State of Nebraska, } ss.  
COUNTY.

Entered in Numerical Index and filed  
for record in the Clerk's office of said  
County, the 5<sup>th</sup> day of  
June 1888 at  
10 o'clock and          minutes,  
A M., and recorded in Book 7  
of          Mortgages, on Page 380

*F. A. L. Willis*  
County Clerk.

*By W. B. Bury*  
Deputy.

ESTABLISHED 1870.

G. G. BECHER.

L. JAEGGI.

## GUS. G. BECHER & CO.

«Loan Brokers, Real Estate and Insurance Agents»

Abstract of Title of all Real Estate in Platte County.  
Taxed paid for Non-residents.

PRINTED AT THE PRESS OF THE  
G. G. BECHER & CO., LINCOLN, NEB.

*How many*

*the State of Nebraska*  
*County of Platte*  
*Book 7*  
*Page 380*  
*June 5 1888*  
*10 o'clock*  
*A.M.*  
*7*  
*380*  
*W. B. Bury*  
*Deputy*  
*F. A. L. Willis*  
*County Clerk*



In Consideration of the payment of the debt named therein, I release the Mortgage made by

Andrew Larson to Andrew Henry

on the following described property: The south east quarter of Section Thirty Three in Township No Twenty One of Range Four West of the Sixth P.M. in Madison County, Nebraska

which is recorded in Book 3 of Real Estate Mortgages, Pages 68 & 69 of the records of Madison County, Nebraska.

Witness my hand this 22<sup>nd</sup> day of November 1883

WITNESS:

Henry F. Hockensby

Andrew Henry

The State of Nebraska, } ss.

County of Patee

On this 22<sup>nd</sup> day of November A.D. 1883, before me

a Notary Public

duly commissioned and qualified for and residing in said County, personally came

Andrew Henry

to me personally known to be the identical person whose name is affixed to the above release as maker, and acknowledged the execution of the same to be his voluntary act and deed.

Witness my hand and official seal at Columbus in said County, the day and year last above written.

Henry F. Hockensby  
Notary Public



\$ 160<sup>00</sup>

Madison, Neb., June 5<sup>th</sup> 1884

on or before 5 years

after date, we jointly and severally promise

to pay to

James Stuart,

or order

One hundred sixty

DOLLARS,

of the BANKING HOUSE OF JAMES STUART, for value received with interest at the rate

of 5 per cent per annum

after date

until paid, interest payable

annually.

James M. Meneely  
Maggie A. Meneely

No 4706

Paid 16<sup>00</sup> June 4<sup>th</sup> 1885

Paid 16<sup>00</sup> May 25<sup>th</sup> 1886