

WARRANTY DEED

HERBERT F. GLOVER, JR. and BARBARA G. GLOVER, husband and wife, each in his and her own name and right and as spouse of each other (called "grantors"), in consideration of ONE HUNDRED FORTY-TWO THOUSAND DOLLARS (\$142,000.00) received from HOWARD L. PETERSON (called "grantee"), grant, bargain, sell, convey and confirm unto grantee the following described real estate in Hall County, Nebraska:

The real estate described in Exhibit "A", attached and incorporated by reference, with the described easements shown in the Building Location Survey, Surveyor's Certificate, Exhibit "B," attached and incorporated by reference.

TO HAVE AND TO HOLD the premises, together with all tenements, hereditaments and appurtenances thereto belonging, unto grantee and to grantee's heirs, executor, administrator, successors or assigns forever.

Grantors covenant with grantee and with grantee's heirs, executor, administrator, successors and assigns that:

1. Grantors are lawfully seised of the premises;
2. The premises are free from encumbrance;
3. The premises are conveyed subject to covenants, conditions, restrictions, reservations and easements of record and all applicable zoning laws, rules, regulations and ordinances;
4. Grantors have good right and lawful authority to convey the premises; and
5. Grantors warrant and will defend the title to the premises against the lawful claims of all persons.

Dated JULY 5 , 1973.

Herbert F. Glover, Jr.
(Herbert F. Glover, Jr.)

Barbara G. Glover
(Barbara G. Glover)

STATE OF NEBRASKA, HALL COUNTY:

The foregoing instrument was acknowledged before me this JULY 5 , 1973, by Herbert F. Glover, Jr. and Barbara G. Glover, husband and wife, each in his and her own name and right and as spouse of each other, as their voluntary act and deed.



My Commission expires

 JANUARY 15

 C.A. DOUTHITT
Notary Public C.A. DOUTHITT

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STATEMENT ATTACHED

NEBRASKA DOCUMENTARY
STAMP TAX

MAY 10 1983

\$ 156.20 BY JD

All of Lot Six (6) and all of Lot Seven (7) excepting the northerly Sixty (60) feet of the easterly Twenty-two (22) feet of said Lot Seven (7) but up to the southerly wall of that part of the building now situated upon the southerly Forty (40) feet of the northerly Sixty (60) feet of the easterly Twenty-two (22) feet of said Lot Seven (7) and also including all of Lot Eight (8) excepting the northerly Sixty (60) feet thereof but up to the southerly wall of the building now situated upon the southerly Forty (40) feet of the northerly Sixty (60) feet of said Lot Eight (8), all three of said lots being situated on Block One Hundred Seven (107) of Railroad Addition to Grand Island, Nebraska, according to the record Plat thereof, reserving, however, an easement unto said Claire P. Detweiler over and upon the southerly Six (6) feet of the northerly Sixty-six (66) feet of the easterly Twenty-two (22) feet of said Lot Seven (7) and over and upon the southerly Six (6) feet of the northerly Sixty-six (66) feet of said Lot Eight (8) for the use and purpose of the maintenance and repair of the building now immediately to the North of the premises covered by said easement, which easement shall continue until such time as said Grantee or his Successors in Title to said premises over and upon which said easements exist shall commence construction of any building or improvement on said premises subject to said easement, in which last event said easement shall automatically terminate, also reserving unto said Claire P. Detweiler an easement over, across, under and upon the following described parcel being described as commencing at a point on the southerly line of Lot Seven (7) in Block One Hundred Seven (107) of Railroad Addition to Grand Island, Nebraska, according to the recorded Plat thereof, which point of beginning is Thirty (30) feet westerly from the Southeast Corner of said Lot Seven (7); thence running northerly and parallel to the East Boundary Line of said Lot Seven (7) a distance of Seventy-six (76) feet; thence running easterly and parallel to the North Boundary Line of said Lot Seven (7) to a point Twenty-two (22) feet westerly of the easterly Boundary Line of said Lot Seven (7); thence running northerly and parallel to the easterly Boundary Line of said Lot Seven (7) a distance of Six (6) feet; thence running westerly and parallel to the northerly Boundary Line of said Lot Seven (7) a distance of Fourteen (14) feet; thence running southerly and parallel to the easterly Boundary Line of said Lot Seven (7) to the southerly Boundary Line of said Lot Seven (7); thence running easterly along the southerly Boundary Line of said Lot Seven (7) a distance of Six (6) feet to the Point of Beginning, for use, maintenance and repair of the Water Line and Gas Line now thereon situated and serving that part of said Lots Seven (7) and Eight (8) not by this instrument conveyed to Grantee for so long as said water and gas pipes and main now on said premises shall be continued to be used to serve the premises hereinbefore described and now being served thereby; in the exercise of either of the easements hereinbefore reserved, any damage done by said Claire P. Detweiler or her Successors there-to shall be repaired, made and paid for by her or her Successors in Title promptly upon demand by the Owner or Owners of the servient premises; and further reserving an easement unto Herbert F. Glover, Jr., his heirs, Executors, Administrators, Successors and assigns from Claire P. Detweiler an easement for driveway purposes only, over, across and upon the westerly Five (5) feet of the easterly Twenty-two (22) feet of the northerly Sixty (60) feet of said Lot Seven (7) above described, for the use and benefit of the southerly Seventy-two (72) feet of the easterly Twenty-two (22) feet of said Lot Seven (7) and the southerly Seventy-two (72) feet of Lot Eight (8) above described, and the Owners thereof, which easement shall continue only until the said Claire P. Detweiler, her heirs, Executors, Administrators, Successors and assigns shall extend the building now situated on the easterly Twenty-two (22) feet of the northerly Sixty (60) feet of Lot Seven (7) and the North Sixty (60) feet of Lot Eight (8) above described or until any building or structure is commenced upon the property last described, in which event this easement shall automatically terminate and cease to exist upon the commencement of such construction thereof. It is further agreed that Claire P. Detweiler or her Assigns are not obligated to maintain or keep in repair the property over which the above described driveway easement is granted and each of the parties hereto agree that any damage done or caused in the exercise of any easement granted herein to the premises over which said easement passes, shall be repaired, made and paid for by the party causing such damage, their heirs, Executors, Administrators, Successors, or Assigns, or their Agents or Tenants.

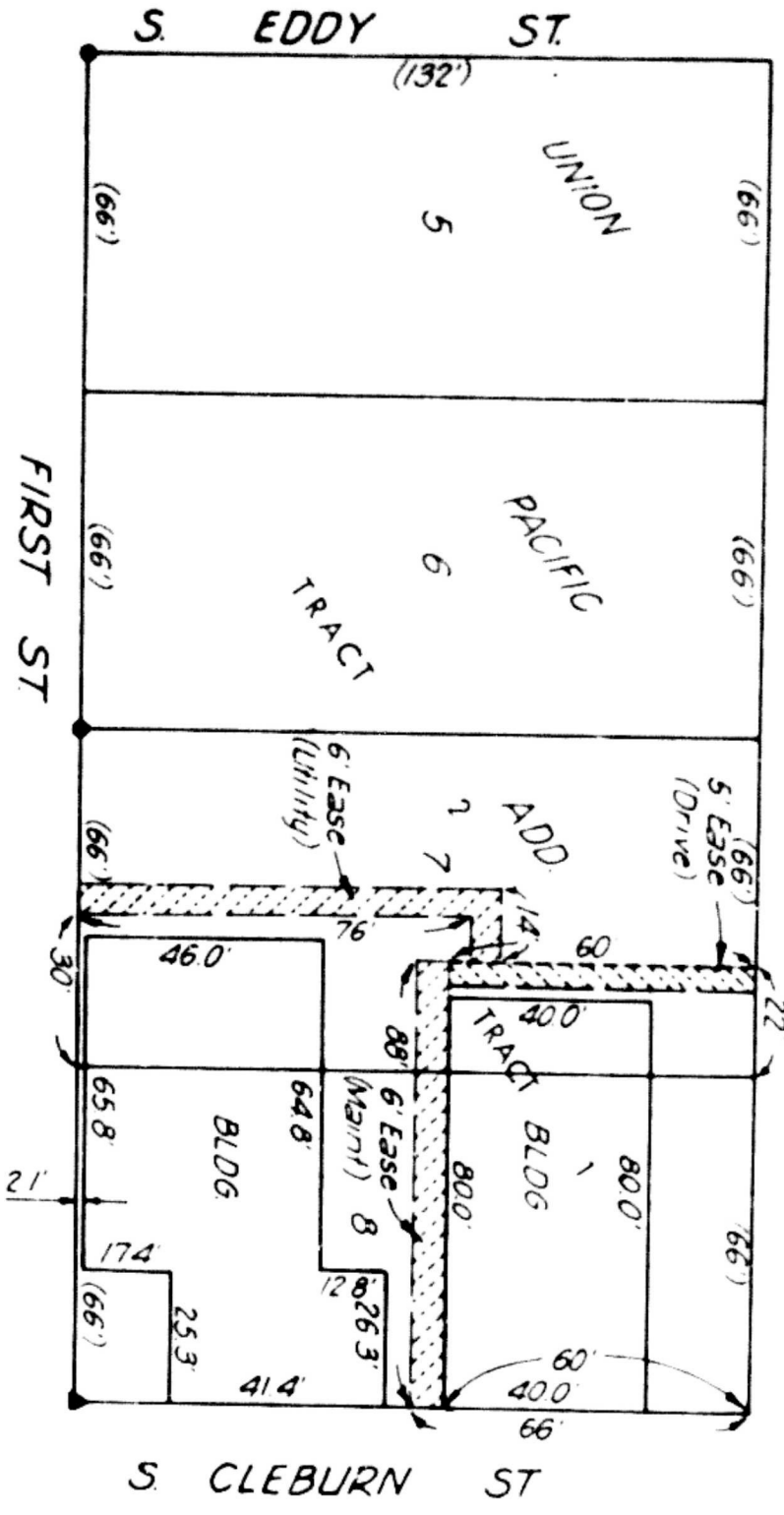
83-002330

Block 107



LEGEND

- (66') Plat Dimension
- Easement Granted From Tract 1 to Tract 2
- Easement Granted From Tract 2 to Tract 1
- Corner Found
- Temporary Point Set



BUILDING LOCATION SURVEY

SURVYOR'S CERTIFICATE

I HEREBY CERTIFY THAT on July 2, 1973, the above illustrated building location survey was completed under my supervision, which to the best of my knowledge and belief is true and correct, that the dimensions are as shown above; and that the survey was made with reference to known and recorded monuments.

Lester Ehlers
Lester Ehlers L.S. '71

McGAUGHY, MARSHALL, McMILLAN & BACKLUND
GRAND ISLAND, NEBRASKA

EXHIBIT "B"

Filed as Document No.
83-002330

Grantor X

Grantee X

Number of 3

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STATE OF NEBRASKA) SS
COUNTY OF WALL

'83 MAY 10 PM 2 24

James A. ...
REC. OF DEEDS

9/25

Wheaton Co.

Box 699

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