

been established and duly consummated, in conformity to law, for the North West quarter of section twenty eighth, in Township eleven North of Range seventeen West of the Sixth Principal Meridian in 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 James M. Broadfoot the tract of land above described: To have and to hold the said tract of land, with the appurtenances thereof, unto the said James M. Broadfoot 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 twenty third day of April, in the year of our Lord one thousand eight hundred and ninety one, and of the independence of the United States the one hundred and fiftieth. By the President Benjamin Harrison

By Ellen Macfarland, Secy, Secretary
J. R. Conwell, Recorder of the General Land Office.

Recorded, Vol 13, Page 141.

United States
To the Patent

Filed for record Feb 6. 1893 @ 3 P.M.
Hottelley County, Neb.
By C. S. Deery Secy

James M. Johnson
Homestead Certificate No. 9680. Application 1571st

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 Grand Island, Nebraska, whereby it appears that, pursuant to the Act of Congress approved 25th May 1862 "To secure Homesteads to actual Settlers on the Public Domain" and the act supplemental thereto, the claim of James Johnson has been established and duly consummated, in conformity to law, for the North West quarter of section thirty four in Township eleven North of range seventeen West of the Sixth Principal Meridian in 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 James M. Johnson the tract of

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3d do	1	Oct.	1889	100.00	3.75	103.75
4th do	1	Nov.	1889	100.00	4.00	104.00
5th do	25	Dec.	1889	100.00	4.50	104.50
6th do	1	July	1890	500.00	46.33	546.33
7th do	1	Jan.	1891	500.00	70.00	570.00
8th do	1	July	1891	500.00	86.33	586.33

The said party of the second part also agrees to put the following described improvements on the said premises within - months from the date hereof, in part consideration of this contract and privilege of purchase, viz: And the second party, in consideration of the premises, hereby agrees that in no case whatever shall the second party allow any improvements which he may have made on said premises to be removed or any strip or waste to be made thereon; and further, the second party agrees that they will make punctual payment of the above sum, as each of the same respectively becomes due, and that they will regularly and seasonably pay to the Treasurer of Buffalo County, Nebraska, all taxes and assessments levied on the said premises for the year 1889 and thereafter. In case the second party, their legal representatives or assigns, shall pay the aforesaid sum of money punctually and at the times above limited, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, after their true tenor and intent, then the first party will cause to be made and executed unto the second party their heirs or assigns, (upon request at the office of the first party and the surrender of this contract) a warranty deed conveying said premises. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them punctually, and upon the strict terms and times above limited, and likewise to perform and complete all and each of their agreements and stipulations, aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said first party, shall become utterly null and void, - and all rights and interests hereby created, or their existing in favor of said second party, or derived from them shall utterly cease and determine, - and the right of possession, and all equitable and legal interests in the premises hereby contracted shall revert to and revert in said first party without any declaration of forfeiture or act of re-entry, or any other act of said first party to be performed, and without any right of said second party of reclamation or compensation for money paid or services performed, - as absolutely, fully, and perfectly as if this contract had never been made. And said party of the first part shall have the right, immediately upon the failure of the party of the second part to comply with the stipulations of this contract, to enter upon the premises aforesaid, and take immediate possession thereof, together with the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that they will surrender unto

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the said party of the first part the said premises and appurtenances without delay or hindrance, and waives all right he may have of going into any Court to maintain possession of the same. And it is further agreed, on the part of the purchaser, that a failure to pay any installment of principal or interest, or a failure to keep any of the covenants and agreements herein made by him, shall work a forfeiture of all their rights, and that thereupon the first party may, if he so elects (and the purchaser hereby waives any notice of such election) treat the purchaser as a tenant holding over and at sufferance, and proceed against said purchaser by summary action or forcible entry and detainer to recover possession.

And it is further stipulated that no assignment of the premises shall be valid, unless the same shall be endorsed hereon, and recorded in the books of said first party at Kearney, Nebraska, and that no agreements or conditions, or relations between the second party from their assignee, or any person acquiring title or interest from or through them, shall preclude the first party from the right to convey the premises to the second party or his assigns on the surrender of this agreement, and the payment of the unpaid portion of the purchase money which may be due to the first party.

In witness whereof, the said first party has signed these presents in duplicate and the second party has hereunto set signature on the day and year first above written.

Witness:
 F. E. Spaulding, Seller
 F. E. Spaulding, William L. Cook, Purchaser
 Henry J. Cook, Purchaser

\$5.00
 Received of W. L. Cook and H. J. Cook, Fifty Dollars for 1st deferred payment.
 Kearney, Neb., June 1st, 1889.
 F. E. Spaulding

\$100.00
 Received of W. L. & H. J. Cook, One Hundred Dollars for 2nd deferred payment.
 Kearney, Neb., Sept. 23, 1889.
 F. E. Spaulding

\$100.00
 Received of W. L. & H. J. Cook One Hundred Dollars for 3rd deferred payment.
 Kearney, Neb., Nov. 2, 1889.
 F. E. Spaulding

\$104.00
 5th Deferred Pmt.
 Received of W. L. Cook \$104.00 Dollars, for 5th deferred payment.
 Kearney, Neb., Jan. 7, 1890.
 F. E. Spaulding

\$110.00
 4th Deferred Payment
 Received of - One Hundred Ten Dollars in note Dollars for 4th deferred payment.
 Kearney, Neb., — 18 —
 F. E. Spaulding

\$546.33
 Received of W. L. Cook Five Hundred Forty six & 33/100 Dollars for 6th deferred payment.
 Kearney, Neb. May 31st, 1890.
 F. E. Spaulding

Land above described, To Have and to Hold the said tract of land, with the appurtenances thereof, unto the said James M. Johnson 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 sixth day of February, in the year of our Lord one thousand eight hundred and ninety two, and of the Independence of the United States the one hundred and sixteenth.

By The President, Benjamin Harrison
 By M. M. Keam, Secretary
 D. P. Roberts, Recorder of the General Land Office

Recorded Vol 29, Page 139

Wood River Impt. Co.
 To & H. B.

Filed for record Feb 7, 1893 @ 2 P.M.
 Alexander County, Idaho
 by C. B. ...

J. F. Hartman
 Know all Men by These Presents: That the Wood River Improvement Company of the County of Buffalo and State of Nebraska, for and in consideration of the sum of Ninety Dollars, in hand paid, doth hereby Sell and Convey unto J. F. Hartman of the County of Buffalo and State of Nebraska the following described Real Estate, situated in Archard in Buffalo County and State of Nebraska to wit: Lot seven (7) and eight (8) in Block Twelve (12) in the town of Archard according to the recorded plat thereof and the Wood River Improvement Company doth hereby covenant with the said J. F. Hartman and his heirs and assigns, that it is lawfully seized of said premises; that they are free from incumbrance, that it has good right and lawful authority to sell the same; and it doth hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever. In Testimony Whereof The Wood River Improvement Company has caused these presents to be signed by its Vice President, and sealed with its corporate Seal this 7th day of February A.D. 1893

In Presence of J. W. Mucka
 Seal Wood River Improvement Company
 By J. H. Lothrop Vice President

The State of Nebraska }
 Buffalo County }
 On this Seventh day of February A.D. 1893, before me J. A. Schwaninger a Notary Public, duly appointed and qualified for and residing in said County personally came J. H. Lothrop the Vice President of the Wood River Improvement Company,