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REAL ESTATE CONTRACT

This Agreement, made and entered into this ...25... day of ...December..., 1922

between Angus Sullivan and Georgia Sullivan, husband and wife

parties of the first part, hereinafter called the seller, and ...Douglas D. Ryan and Phyllis J. Ryan, husband and wife

parties of the second part, hereinafter called the purchaser,

WITNESSETH, That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, situated in the County, State of Nebraska, to-wit:

Lot 2 of SULPHUR SPRING PARK UNITS in Section 31, Township 2 North, Range 4 W.6.P.M., according to the official Plat thereof on file and of record in Page 423 of Book A, of Plats, Records of Sheridan County, Nebraska.

The terms and conditions of this contract are as follows: The purchase price is Eight thousand and five hundred and No/100 ($8,500.00) Dollars, of which Three thousand and No/100 ($3,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Five and No/100 ($50.00) Dollars, or more at purchaser's option, on or before the ... day of ... 1923, and a like sum on or before the same day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser shall have the privilege of paying the balance of the purchase price or any part thereof at any time. Interest at the rate of ...8... per cent per annum from the ...25th... day of December ...1922, with interest shall be deducted from each monthly payment and the balance of each payment applied to reduction of principal. All payments to be made herein shall be made at ... or such other place as the seller may direct in writing.

Recorded in the office of the County Treasurer

As mentioned in this contract, "date of delivery" shall be ...December... 25, 1922.

1. The purchaser assumes and agrees to pay before delinquency all taxes and special assessments which may be levied upon said real estate after the date of this contract, and all taxes and special assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

2. The purchaser agrees, until the purchase price is fully paid, to keep on said real estate now and hereafter placed on said real estate insured for the benefit of the seller as his interest may appear, in a company acceptable to the seller and for not less than the insurable value thereof against loss or damage by both fire and windstorm, and to deliver all policies and renewals thereof to the seller, or his assigns, as soon as issued and to deliver all policies and renewals thereof to the seller.

3. The purchaser agrees that full inspection of said real estate has been made by ... and neither the seller nor his agents shall be liable in any manner respecting the condition of the improvements thereon nor shall the seller be bound by any oral statement or agreement by any agent of the seller respecting the condition or repair thereof unless such statement or agreement is expressly set forth in this contract or in a writing executed by the seller and attached to and made a part of this contract.

4. The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or to be placed thereon and of the taking of said real estate or any part thereof by condemnation proceedings, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the purchaser agrees that after deducting all reasonable expenses of procuring the same he will pay to the seller and applies as payment on the purchase price the entire sum which the seller elects to allow the purchaser to apply all or any portion of such condemnation award to the rebuilding or restoration of such improvements, and the seller agrees to allow the purchaser to apply such award as elected. In case of damage or destruction by fire or any casualty against which the purchaser is to insure as provided for and by such policy, in

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