

purchase price, together with any amounts expended by it pursuant to this agreement, due and payable at once, and may maintain either a suit at law for the balance due Seller, or a suit in equity for the foreclosure or for specific performance of this agreement, or (2) declare a forfeiture of this agreement and retake possession of said premises and retain all amounts paid by Buyer and all improvements by him made on said premises, as rental and liquidated damages. Seller further reserves the right upon default in the payment of any sum herein agreed to be paid by the Buyer, to sue at law for the sums so due without accelerating the date of maturity of the remainder of said purchase price and without waiver of any of its rights hereunder.

(9) It is agreed that: The Seller shall have the right at all times to enter upon said property by its representatives or employees, for the purpose of viewing the same or supervising cultivation thereof, or making improvements thereon; the Seller may enforce any of the provisions and stipulations of this agreement at any time and any forbearance by the Seller shall not be construed as a waiver of any right to enforce any of the provisions of this agreement; the Buyer shall pay the costs and expenses of any legal proceedings brought by the Seller to enforce any of its rights under this agreement, including a reasonable attorney's fee for Seller's attorney. The interest of the Buyer in this agreement can only be assigned with the written consent of the Seller, and the acceptance of payments by the Seller from any assignee of the Buyer shall not constitute a waiver by the Seller of the Buyer's personal liability to the Seller.

(10) The following shall and do constitute the sole and only special agreements between the parties, to-wit:

It is expressly agreed that the buyer shall retain the seller's share of all hay and pasture - (which is one half of the whole) - of the 1938 crop on that part of the land herein described which is located in Twp. 34 N., range 111 W. - 6th P.M.

(11) It is further understood and agreed that this agreement is made expressly subject to the acquisition by the Seller of title to the property herein agreed to be sold (should Seller not now be the absolute owner thereof) and that in the event Seller does not acquire title, or cannot for any reason at the time hereinbefore stated, deliver possession of said premises to Buyer, then and in such event(s) Seller may at its exclusive option, elect to refund to Buyer all amounts of cash paid by Buyer on said purchase price with interest thereon at 3 per cent per annum from date of payment by Buyer, after deducting the fair and reasonable rental value of said premises during the period Buyer may have had possession of said premises and upon such refund all rights of Buyer hereunder shall absolutely cease and terminate and Buyer shall have no claim or right of any kind against the Seller.

(12) It is specifically agreed that any representation, promise or agreement made by the representative of either of the parties hereto not contained in this agreement, shall not be binding upon the parties hereto, and shall in no wise affect the validity of this agreement or any part thereof.

(13) It is agreed that this agreement duly executed by the Buyer shall not be binding upon the Seller until approved and accepted by the Executive Committee of the Seller and executed by the proper officer of Seller, and when so executed same shall be binding upon both parties hereto and their heirs, representatives, successors and assigns.

Any party hereto who is a married woman, hereby specifically binds her separate estate both that owned on the date hereof and any that she may subsequently acquire.

The sum tendered herewith and all payments made or tendered to the Seller hereunder, if not in money, will be accepted by the Seller for collection only, and the Seller shall be responsible only for the application or return as the case may be of cash proceeds thereof received by it.

In Witness whereof, the parties hereto have caused this agreement to be executed.

Witness:

THE FEDERAL LAND BANK OF OMAHA

I. Martin

By Leo E. Manion, Vice President
Seller

L. Thorpe

Fred H. Pape
Buyer

Lena J. Pape

STATE OF NEBRASKA
)
COUNTY OF DOUGLAS)

On this 6th day of February, 1940, before me, a Notary Public, in and for said County, personally appeared Leo E. Manion to me personally known, who being by me duly sworn, did say that he is Vice-President of said corporation, that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Leo E. Manion acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Helen Herren, Notary Public in and
for Douglas County, Nebraska

My commission expires
August 23, 1944

(NOTARIAL SEAL)

THE STATE OF WYOMING,
)
County of Sublette)
SS.

On this 13th day of February, 1940, before me personally appeared Fred H. Pape to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and official seal this 13th day of February, A. D. 1940.
My Term Expires January 4th, 1943

Faren C. Falter, County Clerk