

MORTON PARK.**DEED.****STATE OF NEBRASKA.**

To All Whom These Presents Shall Come,
Greeting:

Whereas, in pursuance and by virtue of the act of the Legislative Assembly, in such case made and provided, there was on the 18th day of February, A. D., 1888, at a public sale of common school lands of the state of Nebraska, after full forty days' notice of such sale having first been published, according to law, struck off to J. Sterling Morton, of the county of Otoe, and state of Nebraska, as the purchaser thereof, all the tract or parcel of land hereinafter particularly mentioned and described, at and for the aggregate price of forty-six hundred dollars.

And Whereas, the said J. Sterling Morton has fully paid to the proper receiving officer for the state of Nebraska, the said sum of forty-six hundred dollars, the said sum being the whole amount of purchase money bid by him for the said tract or parcel of land hereinafter described.

Now, Know Ye, that the said state of Nebraska, in pursuance of the provisions of the act of the Legislative Assembly aforesaid, and in consideration of the premises aforesaid, and of the aforesaid sum of forty-six hundred dollars, to the said state of Nebraska paid, doth by these presents grant, bargain, sell, convey and confirm, in fee, unto the said J. Sterling Morton, his heirs and assigns, all the said tract or parcel of land situated in the county of Otoe and state of Nebraska, and described as follows, to-wit:

Commencing at the west line of the northwest quarter at a point (28) twenty-eight rods south of the northwest corner of said quarter, running east (80) eighty rods, thence south (46) forty-six rods, thence west (80) eighty rods, thence north (46) forty-six rods to the place of beginning, being in the northwest quarter of Section (8) eight, Town (8) eight, Range (14) fourteen, east of the 6th Principal Meridian, and containing (23) twenty-three acres, more or less.

To have and to hold the said premises and parcel of land above particularly described, with the appurtenances thereon, unto the said J. Sterling Morton, his heirs and assigns, in fee simple, forever.

In Witness whereof I, the governor of the state of Nebraska, have hereunto signed my name and caused the great seal of the state to be hereunto affixed this 27th day of February, A. D. 1888.

By the Governor:

JOHN M. THAYER.

G. L. LAWS, Secretary of State.

[SEAL.] By B. R. Cowdery, Deputy.

ATTEST: **JOSEPH SCOTT,**
Commissioner of Public Lands
and Buildings.

Recorded B, page 511, Letter II, office State
Land Commissioner.

DEED OF TRUST.

J. Sterling Morton,
to
DeForest P. Rolfe,
Mayor, in Trust.

Filed for Record April 5th, 1889, at 10
o'clock A. M.

This indenture, made and executed this 20th day of March, 1889, by and between J. Sterling Morton of Arbor Lodge, county of Otoe, state of Nebraska, party of the first part, and DeForest P. Rolfe as mayor of the city of Nebraska City, in trust, of Nebraska City, county and state aforesaid, party of the second part,

Witnesseth, That the said party of the first part for and in consideration of the premises, the implied covenants of the grantee herein named, has given, granted and conveyed and by these presents does give, grant and convey unto the said party of the second part and to his successors in office forever in trust as hereinafter mentioned for the uses and purposes hereinafter stated the following described tract or parcel of land lying in said county of Otoe, state of Nebraska, known as Morton Park, according to the plat thereof now on file in the office of the Register of Deeds for said county, otherwise described as lot three (3), in the subdivision of the northwest quarter of the northwest quarter of Section eight (8), in Township eight (8), Range fourteen (14), east, containing twenty-three (23) acres, more or less. To have and to hold the same unto the said DeForest P. Rolfe, his successors in office, in trust for the city of Nebraska City and upon the conditions following and only so long as the said conditions and each of them shall be strictly complied with by the said party of the second part, his successors aforesaid or by said city, to-wit:

That the said park shall continue forever and be named and known as Morton Park and the names of all the drives, walks, paths and roadways therein and their location and the plan thereof in perfect entirety as now platted and

recorded as aforesaid shall remain unchanged. That no malt, spirituous or vinous liquors shall be sold or exposed for sale, or gratuitously distributed on said premises. That all religious sects of what denomination soever shall have equal rights and privileges in the use and enjoyment of said premises and every part thereof. That no paths, drives or walks or other openings giving access to said park on the north side thereof shall be permitted, except the owner or owners of the realty adjoining said park upon the north shall first open or cause to be opened and dedicated to the public forever a legal roadway at least sixty (60) feet in width, immediately north of the north line of said park and running or extending the entire length of the said north side thereof. That the said lands shall be used exclusively for the purposes of a public park for the said city, and shall be properly cared for, protected and maintained by said city as such park and for such purpose according to the letter and spirit hereof.

PROVIDED, HOWEVER, and this conveyance is upon the express condition as aforesaid, that in case the said party of the second part, or his successors in office, or in case the said city of Nebraska City shall fail to comply with each and every of the conditions herein contained then and in that case these presents shall become void and the said premises, together with all the improvements thereon, with appurtenances, shall revert to the said party of the first part, his heirs and assigns forever.

This conveyance is made without money consideration and the acceptance hereof by the said party of the second part and the city council of the said city shall bind the said city firmly to the compliance of the conditions hereinbefore named which are to be legally construed as covenants running with the land made by the said city to the said party of the first part.

A plat of the said described tract showing the drives, avenues, etc., with their names is hereto annexed.

The title to said premises shall not vest in the said trustee until the city council of the said city of Nebraska City, by resolution shall have legally accepted this deed of gift with conditions subsequent and caused a duly authenticated copy of said resolution of acceptance to be attached hereto as a part of this instrument and the whole filed for record in the office of the Register of Deeds aforesaid.

In testimony whereof the said party of the first part has hereunto set his hand and seal at Nebraska City date first herein written.

J. STERLING MORTON.

In presence of
L. F. DEGETTE.

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

On this 20th day of March, 1889, before me, L. F. DeGette, a notary public duly appointed, commissioned and qualified for and residing in said county personally appeared J. Sterling Morton, widower, to me known to be the identical person described in and whose name is affixed to the foregoing conveyance as grantor and he acknowledged the said instrument to be his voluntary act and deed.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal at Nebraska City in said county.

[SEAL.] L. F. DEGETTE,
Notary Public.

At a regular meeting of the council of the city of Nebraska City held at the council chamber in said city on the first day of April, 1889, present, D. P. Rolfe, mayor, and the following named members, to-wit: Geo. F. Kregal, Robt. Payne, Geo. W. Eiser, David Brown, Calvin Chapman and E. S. Hawley, and the following resolutions were adopted by the vote as indicated.

Resolved: First, that the city of Nebraska City accept and does hereby accept the deed of gift of J. Sterling Morton of Morton Park as the same is laid out, named and platted under the conditions thereto attached.

Second: That a copy hereof be attached to said deed and filed for record therewith.

Upon call of the council the same were adopted by the following vote: yeas—Kregal, Payne, Eiser, Brown, Chapman and Hawley.

D. P. ROLFE,

Attest:
JOHN J. TETEN,
City Clerk.

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

I, John J. Teten, city clerk of Nebraska City, Otoe county, Nebraska, hereby certify the foregoing to be a true and correct copy of the resolutions adopted by the city council of Nebraska City at a regular meeting of the council held April 1st, 1889.

In testimony whereof, I have hereunto set my hand and affixed the seal of said city this 4th day of April, A. D., 1889.

[SEAL.] JOHN J. TETEN,
City Clerk.

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

I, Charles C. Brant, register of deeds, within and for said county, do hereby certify that the

annexed and foregoing is a true and correct copy of the Deed of Trust from J. Sterling Morton to DeForest P. Rolfe, as mayor of Nebraska City, conveying to the said DeForest P. Rolfe, as such mayor, and his successors in office, in trust for said city of Nebraska City, the tract or parcel of land known as "Morton Park," as the same appears of record in Deed Record number twenty-five (25) on page three hundred and seventy (370) thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal at Nebraska City, this 23rd day of December, 1888.

CHAS. C. BRANT,
Register of Deeds.

NOTICE OF FIRST MEETING OF CREDITORS.

In the District Court of the United States for the District of Nebraska.—In Bankruptcy.

In the matter of William Pottharst and Arend Renken, co-partners doing business under the firm name and style of William Pottharst & Company, bankrupts.

To the creditors of William Pottharst & Co., of Talmage, in the county of Otoe and district aforesaid, bankrupts.

Notice is hereby given that on the 6th day of January, A. D., 1899, the said William Pottharst & Co. were duly adjudged bankrupts, and that the first meeting of their creditors will be held at my office, Room 2, No. 813 Central avenue, Nebraska City, Nebraska, on the 23rd day of January, A. D., 1899, at 10 o'clock in the forenoon, at which time the said creditors may attend, prove their claims, appoint a trustee, examine the bankrupt and transact such other business as may properly come before said meeting.

FRANK P. IRELAND,

Referee in Bankruptcy.

Nebraska City, Neb., Jan. 9, 1899.

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