

G. M. LAMBERTSON,
Attorney at Law,
BURR BLOCK.
LEGAL NOTICE.

First Publication, Feb. 16.

To John Warner, Frank W. Lewis, John Frain, Abbie H. Volcott, John S. Gregory, E. Mary Gregory, Lizzie H. E. Wilkins, Egbert Starr, trustee, A. Stone and Fred O. Ellis.

You and each of you are hereby notified that on the 4th day of December, 1894, Silas H. Burnham, trustee, as plaintiff, began an action against you and other defendants in the district court of Lancaster County, Nebraska.

Plaintiff in his petition alleges that on or about the 7th day of August, A. D., 1893, James H. McMurtry and Amanda E. McMurtry executed and delivered to Silas H. Burnham, trustee for the American Exchange National Bank, certain warranty deeds for the following described property, to-wit: Lot No. 36 in the southeast quarter of section 30, township 10 north, range 6 east of the 6th principal meridian; also lot 2 except 25 by 42 feet in the northeast corner in block T of McMurtry's addition to Lincoln, Nebraska; also lot 3 and the west 33 feet of lot 6 in block 2, McMurtry's addition to the city of Lincoln, Nebraska; also lots B, C, D and E in McMurtry's subdivision of block 1 in McMurtry's addition to Lincoln, and the west half of the south 132 feet of lot 1 and the east 11 feet of the south 132 feet of lot 2 in block 1, McMurtry's Addition to the city of Lincoln, Nebraska; also lot 10 in block 4, McMurtry's addition to Lincoln, Nebraska; also lot 10 in block 2, McMurtry's addition to Lincoln, Nebraska.

All of said premises and other property conveyed by said deeds and other property described in the petition of plaintiff is situated in the county of Lancaster and state of Nebraska.

Said deeds were absolute in form, but were intended by both the said Silas H. Burnham and the said James H. McMurtry and Amanda E. McMurtry, to stand as security for an indebtedness due, and notes executed to the American Exchange National Bank of Lincoln, Nebraska, as was evidenced by an agreement made and entered into on said 9th day of August, 1893, at the time said deeds were executed by James H. Murtry and Joseph R. Webster, parties of the first part, and Silas H. Burnham, party of the second part, whereby it was stipulated that said deeds were in fact only mortgages and given to secure the payment of indebtedness due said bank.

The object of said action is to have the court decree that said deeds and instruments, though absolute in form, are in fact mortgages, and to foreclose said mortgages on the land described above, and other property described in the said deeds and plaintiff's petition.

The further object of said action is to have the court reform said deeds and correct the misdescriptions of said property, in order to carry out and effect the agreement and understanding entered into between the parties to said instruments.

Said deeds, instruments and mortgages were given by the said James H. McMurtry and Amanda E. McMurtry to secure the payment of the following promissory notes given to the American Exchange National Bank, viz: One of James H. McMurtry and D. T. Coffman, for the sum of \$1450, on which there is now due the sum of \$1450 with 10 per cent interest from January 19, 1894.

One of C. E. Loomis and James H. McMurtry for the sum of \$900.00 on which there is now due the sum of \$900.00 and interest at the rate of 10 per cent per annum from the 3rd day of May, 1894.

One of John S. Gregory and James H. McMurtry for the sum of \$1875.00 on which there is now due the sum of \$1875.00 and interest at 10 per cent per annum from the 3rd day of May, 1894.

One of D. B. Howard and James H. McMurtry for the sum of \$600.00 on which there is now due the sum of \$600.00 and interest at 10 per cent per annum from April 12, 1894.

One of G. B. Skinner and James H. McMurtry for the sum of \$1000.00 on which there is now due the sum of \$1000.00 with interest at 10 per cent per annum from the 12th day of April, 1894.

One of G. B. Skinner and James H. McMurtry for the sum of \$800.00 on which there is now due the sum of \$800.00 with 10 per cent interest from the 16th day of April, 1894.

One of James McMurtry for the sum of \$9000.00 on which there is now due the sum of \$9,000.00 and interest at 10 per cent per annum from the 9th day of April, 1894.

One of James H. McMurtry for the sum of \$10,000.00 on which there is now due the sum of \$10,000 with ten per cent interest from the 9th day of April, 1894.

One of J. R. Webster and James H. McMurtry for the sum of \$5,350.00 on which there is now due the sum of \$5,350.00 with 10 per cent interest from the 14th day of May, 1894.

One of O. P. Davis and James H. McMurtry for the sum of \$500.00 on which there is now due the sum of \$500.00 with 10 per cent interest from the 19th day of June, 1894.

One of Alexander Hogeland and James H. McMurtry for the sum of \$300.00 on which there is now due the sum of \$200.00 with 10 per cent interest from the 14th day of June, 1894.

And one of R. Munford and J. H. McMurtry for the sum of \$150.00 on which there is now due the sum of \$150.00 with 10 per cent interest from July 30, 1894.

Plaintiff prays for a decree of foreclosure and the sale of said land to satisfy said liens aforesaid and for a deficiency judgment and general relief.

You are required to answer this petition on or before the 25th day of March, 1895.

SILAS H. BURNHAM, Trustee,
Plaintiff.

By G. M. Lambertson, attorney.

First Publication January 26.
NO ICE OF INCORPORATION
of the

GLOBE CLOTHING COMPANY.

The name of this corporation shall be the Globe Clothing Company.

The principal place for the transaction of its business shall be the City of Lincoln, Lancaster County, Nebraska.

The general nature of the business to be transacted shall be that of purchasing and selling at retail and wholesale of clothing mens furnishings, hats, caps, trunks and valises and such other goods and merchandise thereto pertaining.

The amount of capital stock authorized by said corporation shall be thirty thousand (\$30,000.) dollars, all of which shall be paid up in full on or before the 1st day of February A. D. 1895, the whole of said capital stock shall be paid in into said corporation by said day.

The highest amount of indebtedness or liabilities to which this corporation shall subject itself at any one time shall not exceed one half ($\frac{1}{2}$) of the amount of capital stock paid in.

The affairs of said corporation shall be conducted by a board of directors not less than two in number to be elected by the stockholders, a President, a Secretary, Treasurer and a general manager.

POUND & BURR.
Attorneys at Law.
BURR BLOCK.

NOTICE OF SALE

UNDER CHATTEL MORTGAGE.

First Publication Jan. 26.

Notice is hereby given that by virtue of a chattel mortgage, dated January 24 1895, and duly filed in the office of the County Clerk of Lancaster County, Nebraska, on said 24th day of January 1895, and executed by Dean & Horton to the Merchants Bank of Lincoln, Nebraska to secure the payment of promissory notes to the amount of \$10,000.00 upon which there is now due the sum of \$10,250.00 and as default has been made in the payment of said sum due; and no suit or other proceeding at law having been instituted to recover said debt or any part thereof.

Now therefore I will sell the property therein described to-wit;

One frame building situated on block seventy three (73) of said City of Lincoln which is between fifth (5th) and sixth (6th) street and M and N streets in said City and known as the Dean and Horton ware house, one frame building situated on the State Fair Grounds, about one and one half miles northeast of said city which building is known as the Dean & Horton exhibition building, one bay horse nine (9) years old, one bay mare three (3) years old, each weighing about 1200 pounds, each of which were recently purchased of E. Taylor; at public auction at the place of business of said Dean & Horton, number 1450 O street Lincoln Nebraska on the 13th day of February, 1895, at 9 o'clock a. m. of said day. MERCHANTS BANK, Mortgagee.
Dated January 24, 1895.

FRED A. MILLER,

Pound & Burr,
Attorneys.

Sheriff.

POUND & BURR,
Attorneys at Law.

BURR BLOCK.

NOTICE TO NON-RESIDENT DEFENDANT.

First Publication January 26.

In the District Court of Lancaster County, Nebraska.

Alexander Lederer et. al.

vs

Walter G. Bohanan et. al.

NOTICE.

Daniel Maurer, non resident defendant, will take notice that on the 31st day of October, 1894, Alexander Lederer & Moses Strauss, plaintiffs herein filed their petition in the district court of Lancaster county, Nebraska, against said defendants impleaded with others, the object and prayer of which are to foreclose a certain mortgage executed by the defendants, Walter G. Bohanan and Maggie A Bohanan, upon lot two (2) in block three (3) in the city of Lincoln in said county to secure the payment of certain note and coupons executed by said Bohanan upon which there is now due the sum of \$1218, and interest at ten percent from the first day of September, 1894. Plaintiffs pray for a decree that said mortgage be declared a first and prior lien upon said premises; that defendants be required to pay the same; that premises be sold to satisfy the amount due the plaintiffs; that the defendants and each of them be barred of all right or interest in said premises, and for general relief.

You are required to answer said petition on or before the 4th day of March, 1895.

ALEXANDER LEDERER & MOSES STRAUSS
By Pound & Burr, their attorneys.