

We, hereby authorize and empower the Nebraska Loan & Trust Company, its officers, agents or Attorneys to act for us in the collection of the rent from all of said premises and to receipt for said rent and to agree upon the prices of the rental to be paid, and look after the renting of said premises.

IT IS FURTHER AGREED, That if the undersigned assignors or their successors, occupy said premises during the existence of said loan, the Assignee, shall have the same rights of forfeiture, ejectment for forcible entry and detainer and such other actions as it would have against any tenant occupying said premises and having no interest therein. The Trust Company may have the right to waive the collection of any part of said rent and if it does so, it shall not be construed as constituting a relinquishment of any of the rights given under this assignment, but said rights may be exercised at any time said Trust Company deems it advisable to do so and said rights shall continue so long as the mortgage or interest or any part thereof remains a lien against said premises.

IT IS FURTHER AGREED that the said Trust Company shall not be liable for the loss of the collection of any rents and said Company is only required to use reasonable diligence in collecting said rents and in the management of said property. The Trust Company shall have the right to deduct from said rents a fair and reasonable compensation such as expense, Court costs, and collection costs, which are incurred during the term of this assignment and after deducting for the services, Court costs and other expenses incurred, the balance shall be applied to the payment of the balance due on said loan, or interest, or taxes, or insurance premiums in the manner in which said Trust Company shall deem best.

This assignment shall be irrevocable and shall remain in force until the above described loan and interest, delinquent taxes and insurance premiums thereon shall be paid and until said mortgage is satisfied in full and released.

Dated at Grand Island, this 23rd day of August, 1948.

Witness:

Lloyd E. Jacoby
Ellen M. Jacoby

STATE OF NEBRASKA) On this 23rd day of August, 1948, before me the undersigned,
HALL COUNTY) ss. R. A. Krall, a Notary Public duly commissioned and qualified for
and residing in said county, personally came Lloyd E. Jacoby and Ellen M. Jacoby, each
in his or her own right and as husband and wife, to me known to be the identical persons
whose names are affixed to the foregoing instrument and acknowledged the same to be their
voluntary act and deed.

Witness my hand and Notarial seal the day and year last above written.

(SEAL)

My Commission expires 10-9-50

R. A. Krall
Notary Public

Filed for record this 24th day of August, 1948, at 9:40 o'clock A.M.

Register of Deeds

AFFIDAVIT OF PAUL C. HOLMBERG

In re: Part of the West Half of the Southwest Quarter of Section 4, Township 11,
North, Range 9 West of the 6th P.M., Hall County Nebraska & Rains First Addition
to Grand Island

State of Nebraska)
Hall County) ss. AFFIDAVIT OF PAUL C. HOLMBERG

Paul C. Holmberg, being first duly sworn on his oath, deposes and says that he was the attorney in the matter of the estate of Serenia E. Steward, deceased, which estate was probated in the County Court of Hall County, Nebraska and in which final decree was entered on January 16, 1935; that as attorney for said estate he received payment for his attorney fees; that he knows of his own personal knowledge that Joseph T. Steward, husband of the deceased, was the executor of the estate of the said Serenia E. Steward and that he did not demand a fee for his services and that the said executor died on February 20, 1942.

Further affiant saith in.

Paul C. Holmberg

Subscribed and sworn to before me this 24th day of August, A.D., 1948.

(SEAL)

Donald H. Weaver
Notary Public

My commission expires December 1, 1951.

Filed for record this 24 day of August 1948, at 4 o'clock P.M.

Register of Deeds

O-O

LEASE
LAWRENCE
SYSTEM LAWRENCE WAREHOUSE COMPANY LAWRENCE SYSTEM

LAWRENCE WAREHOUSE COMPANY
FIELD WAREHOUSE LEASE

LAWRENCE
SYSTEM

This Indenture, made in the City of COOK, County of COOK and State of ILLINOIS, this 27TH. day of JULY, 1948, by and between UNITED LP GAS CO., INC. a NEBRASKA, CORPORATION, herein- after called the lessor, and LAWRENCE WAREHOUSE COMPANY, a California corporation, herein- after called the lessee;

WITNESSETH:

WHEREAS, the lessor is the LESSEE of the real estate, together with all improvements thereon, situate in the TOWNSHIP OF LAKE County of HALL and state of NEBRASKA, described as follows; viz.

PART OF WEST HALF OF SOUTH WEST QUARTER, SECTION 4, TOWNSHIP 11, NORTH RANGE 9, WEST OF SIXTH PM, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON NORTHERLY

MISCELLANEOUS RECORD V

29056- THE AUGUSTINE CO. GRAND ISLAND, NEBR.

RIGHT OF WAY LINE OF THE GRAND ISLAND AND WYOMING CENTRAL RAILROAD COMPANY, NOW KNOWN AS CHICAGO, BURLINGTON, & QUINCY RAILROAD COMPANY WHICH POINT IS 41.7 FT. SOUTH EASTERLY OF A POINT WHERE SAID NORTH RIGHT OF WAY LINE INTERSECTS THE WEST LINE OF SAID SECTION 4, RUNNING THENCE IN A SOUTH EASTERLY DIRECTION ALONG AND UPON SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1,328.3 FT., RUNNING THENCE NORTH FOR A DISTANCE OF 1,044.7 FT., RUNNING THENCE WEST FOR A DISTANCE OF 1273.1 FT., AND RUNNING THENCE IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 693.8 FT. TO POINT OF BEGINNING. TOTAL 25.45 ACRES. SITUATE IN THE TOWNSHIP OF LAKE, COUNTY OF HALL, STATE OF NEBRASKA.

NOW, THEREFORE, the lessor hereby rents, demises and leases, and the lessee hereby hires and takes of and from the lessor that part of the aforesaid premises described as follows, viz.:

THAT CERTAIN FENCE ENCLOSED OPEN YARD WAREHOUSE AREA BEING APPROXIMATELY ONE HUNDRED THREE FEET SEVEN INCHES (103'7") BY EIGHTY NINE FEET THREE INCHES (89'3"), ALSO, THAT CERTAIN ONE STORY WAREHOUSE BUILDING BEING APPROXIMATELY THIRTY FEET (30') BY FORTY FEET (40') OF CONCRETE BLOCK, AND CONCRETE CONSTRUCTION WITH COMPOSITION ROOF, ALL AS OUTLINED IN RED ON PLAT MARKED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

with the appurtenances, together with the full right of ingress and egress to and from said premises, over and through any other premises of the lessor, to be occupied for the conduct of a field warehouse on a tenancy from month to month, and until said tenancy shall be terminated by a thirty (30) day written notice given by either party to the other, for the aggregate rental of One Dollar (\$1.00), the receipt of which is hereby acknowledged; provided, that no notice of termination by lessor shall become effective unless all warehouse receipts, or other evidence of the storage, representing commodities stored in or on said premises, or any part thereof, issued by lessee shall have been surrendered to lessee and cancelled, and all charges of lessee due or to become due in connection with the operation of such warehouse shall have been fully paid.

The lessor covenants and agrees that the lessee may place on, in or adjacent to said leased premises, such signs and other evidences as it may deem necessary to indicate its possession of the leased premises and of the commodities stored therein or thereon, and further that the lessee shall have the paramount right at all times during the term of this lease to use any facilities of the lessor for receiving, handling, weighing, storing, caring for, packing, shipping and delivering any stored commodities.

It is expressly understood and agreed that the lessor shall not have access to the leased premises or to the commodities stored therein or thereon, provided, that, with the consent of the lessee, the lessor may enter the warehouse conducted on said premises and, under the supervision of the lessee, deliver thereto commodities for storage, perform such acts as are necessary in the care and preservation of the same while stored and accept delivery of commodities which are designated and released from storage by the lessee, and for the further purpose of making repairs as hereinafter provided.

The lessor agrees with the lessee that it will at its own cost and expense keep said demised premises in good order and repair, and that the lessee shall not be called upon or required to make any repairs of any kind or nature to, in or about said demised premises; and said lessor hereby covenants and agrees to indemnify lessee against any claim, expense, loss or damage suffered by lessee as a result of its occupancy of the premises and against any loss or damage to commodities which may be stored in said premises by the said lessee; and said lessor holds said lessee harmless from any damage or loss that may come to any commodities stored in said premises, irrespective of the nature or cause of said damage or loss.

Should the lessor violate any of the terms or conditions of this lease, or in any manner interfere with, or make difficult the duties of the agents, servants, or employees of the lessee; or become insolvent, or should the premises hereby leased become involved in any manner in litigation, or should the lessor or the lessee be ejected or ousted therefrom, or proceedings be begun for that purpose; or should the lessee at any time deem it necessary for the protection of its interests or of the commodities stored, then the lessee shall have the right to remove all commodities from the premises herein described to such other place or places as the lessee may deem proper or expedient; and in case of any such removal the lessor undertakes and agrees to pay the lessee all expenses of such removal and of storing said commodities elsewhere in addition to any other proper charges against said commodities.

The lessor warrants and guarantees the peaceful possession of the premises by the lessee and agrees to indemnify and hold the lessee harmless of and from any and all claims and expenses incurred or assumed by lessee in defending or maintaining possession of said premises. The lessor agrees to execute or cause to be executed any further agreement or agreements that may be necessary to secure the convenient use and enjoyment of the premises hereby leased by the lessee.

Said lessor further agrees with said lessee to pay for all gas, electricity, light, heat, power, steam, water or other utility supplied to or used upon said demised premises during the term of this tenancy.

The lessee, without the consent of the lessor, shall not for all or any part of the term herein granted, sublet the said premises nor assign this lease.

IN WITNESS WHEREOF, lessor has caused this lease to be executed by its proper corporate officers and its corporate seal to be hereunto affixed, and lessee has caused this lease to be executed by its proper corporate officers and its corporate seal to be hereunto affixed the day and year first above written.

ATTEST:
Inez Stowe Rains
Secretary

(CORP)
(SEAL)

ATTEST:
M. Frait
Assistant Secretary

(CORP)
(SEAL)

UNITED LP GAS CO., INC.
Lessor
By Kenneth C. Rains
PRESIDENT

LAWRENCE WAREHOUSE COMPANY
Lessee
By M. T. Wellman
Vice-President

Released in Book 32, Page 412