

# Miscellaneous Record No. 14

said county, personally came William J. Shallcross, and Paul E. Hindman and Rosie A. Hindman, husband and wife, to me personally known to be the identical persons whose names are affixed to the above instrument as grantor and grantees and severally acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

I, W. L. Cockrell, Notary Public, I have hereunto subscribed my name and affixed my official seal at \_\_\_\_\_, \_\_\_\_\_, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 1943.

W. L. Cockrell, Notary Public

Notary Public Seal  
W. L. Cockrell  
Notary Public  
Nebraska  
My Comm. Expires \_\_\_\_\_, 1944

E. R. HOFFMAN ET AL  
STANDARD OIL COMPANY  
Filed 12-13-43  
Form 102-S. R. Rev. 1-43

Filed December 13, 1943 at 10:00 o'clock A. M.

*W. L. Cockrell*  
County Clerk

Hereafter to be known as Lease #a-15

### LEASE

THIS LEASE, made this 22nd day of October, 1943, by and between E. R. Hoffman and Eva Hoffman, whose address is 15th and Ft. Crook Blvd., Omaha, Nebraska, Lessor and STANDARD OIL COMPANY, an Indiana Corporation, with its principal office at 910 South Michigan Avenue, Chicago, Illinois, Lessee:

#### WITNESSETH:

1. The Lessor hereby conveys and leases to the Lessee, the following described premises situated in the City of \_\_\_\_\_, County of Sarge, State of Nebraska, more particularly described as follows, to-wit:

---Lot Eight (8) Block Addition (A) Sarge County, Nebraska.---

Hereafter to be known as Lease #a-15

If the premises are improved, this lease includes the buildings, fixtures, equipment, machinery and appliances owned or controlled by the Lessor and located on said premises.

2. THIS LEASE TO RUN into the Lessee for a term commencing on the 1st day of December, 1943, and ending on the 30th day of November, 1949.

3. Lessee agrees to pay to the Lessor as rental for the above described premises, buildings, fixtures, equipment, machinery and appliances (if any be included), a sum equal to One & One Half cent (1 1/2%) per gallon on all gasoline, (not including kerosenes, stove and lighting gasolines and like products not customarily used in motor vehicles) delivered to such service station for sale. Such rental shall be due and payable on or before the fifteenth day of the succeeding calendar month.

All rental payments may be made by check payable and delivered to E. R. Hoffman, personally or by mail, to \_\_\_\_\_, Omaha, Neb.,. Unless otherwise designated herein, all rental payments may be made by check delivered to Lessor or mailed to Lessor at his address herein shown.

4. In consideration of the foregoing, the Lessor hereby sets over and assigns unto the Lessee, with right of Lessee to reassign to others, all of Lessor's licenses, consents and permits to maintain and operate a gasoline filling station the above described premises; such assignment to be effective only during the term of this lease, and all renewals and extensions thereof.

5. Lessee and any assignee or sub-lessee is expressly given the right any time during the term of this lease or any extension thereof, and for a period of thirty (30) days after the termination of this lease, or any extension thereof, by lapse of time or otherwise, to enter upon and remove from said premises any improvements or equipment heretofore or hereafter purchased or placed by it or them upon the leased premises, but shall not be obliged to do so.

6. Lessor will keep the building, driveways, the water pipes, drains and sewers appurtenant thereto and all of Lessor's equipment on the demised premises in good and sufficient condition and repair during the whole of the term hereof. The Lessee shall have the right to paint the entire building but shall not be obliged to do so.

7. The Lessee shall have the option of extending this lease as hereinafter provided, upon the same terms and conditions which were in effect during the original term. The period or periods of such extensions shall be in accordance with either one of the following two clauses, the inapplicable clause having been stricken before the execution of this lease:

I. A period of \_\_\_\_\_ years from the expiration of the original term hereof.

II. A total of not more than \_\_\_\_\_ successive periods of one year each.

The rental to be paid by the lessee during said extension period or periods shall be a sum equal to \_\_\_\_\_ cent (\_\_\_\_\_) per gallon on all gasoline (as defined in paragraph 2) delivered to such service station for sale.

The Lessee shall give to the Lessor written notice of its intention to exercise its extension privilege at least thirty (30) days prior to the expiration of the original term hereof, and if said extension privilege is for successive periods of one year each as provided in Clause II of this Paragraph 7, the Lessee shall give to the Lessor a like written notice at least thirty

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(30) days prior to the expiration of the then current yearly period, of its intention to extend this lease for and during the next succeeding yearly period. Time and manner of making rental payments during any such extension shall be the same as provided for during the original term hereof.

7. If the Lessor or the Lessor's successors or assigns at any time during the term of this lease or any renewal or extension thereof receives a bona fide offer to purchase said premises, building, fixtures, equipment, machinery and appliances included in this lease, and desires to sell said premises, buildings, fixtures, equipment, machinery and appliances under the terms of said offer, Les or agrees to give Lessee thirty (30) days' notice in writing of such bona fide offer setting forth the name and address of the proposed purchaser who has made the offer, the amount of the proposed purchase price and the terms of payment thereof. The Lessee shall have the first option to purchase the demised premises within the above-mentioned thirty-day period at the same price and on the same terms of any such proposal. In the event that the Lessee does not exercise its option to purchase the demised premises within the aforesaid period, this lease and all of its terms and conditions shall nevertheless remain in full force and effect and the Lessor or any purchaser or purchasers of the demised shall be bound thereby and in the event that said premises are for any reason not sold pursuant to the bona fide offer set forth in the notice, the Lessee shall have, upon the same conditions of notice, the continuing first option to purchase the said premises upon the terms of any subsequent bona fide offer or offers to purchase.

8. It is mutually agreed that if the leased premises are damaged by fire, storm, or from any other cause, such damage shall be repaired by the Lessor forthwith after the same occurs, and if the extent of any such damage is such as to render said premises untenable, the obligation of the Lessee to pay rental shall cease until the Lessor shall have replaced said premises in a tenable condition.

9. It is further mutually agreed that the Lessor shall pay all taxes and assessments that may be levied against the above described premises and the building and equipment belonging to the Lessor thereon, and the Lessee shall pay all taxes that may be levied or assessed against the equipment owned by the Lessee thereon.

10. If, in the sole judgment of the Lessee, it appears likely that Lessee or any of its assignees or sub-lessees may be obliged to pay any license, privilege or excise tax because of its or their interest in or use of the premises hereby leased, Lessee may terminate this lease or any renewal or extension thereof by giving Lessor thirty days' written notice of its intention so to do.

11. Lessor agrees that Lessee may assign this lease or sublet the premises and equipment herein described without consent of Lessor, and that Lessee, or its assignee or sublessee, shall have the privilege of using said premises for the purpose of operating thereon a gasoline service station, and for the sale of tires, tubes, batteries and automobile accessories, and any other incidental commercial activity, and that said Lessee, its assignee or sublessee, shall likewise have the privilege of erecting on said premises such buildings, driveways, and other improvements as may be necessary or desirable for the aforesaid purposes, and in case Lessee, its assignee or sublessee, shall be unable to obtain from municipal or other public authorities, any permit or license necessary for the operation of a gasoline service station upon said premises, or in case any such permit or license, if obtained, be afterward revoked without fault of the one so obtaining it, or if the use of said premises for any of the purposes stated above be restrained or enjoined by judicial process, then and in such event or any thereof Lessee shall have the right to cancel this lease by giving Lessor at least ten (10) days' notice of its intention so to do.

12. In the event the Lessee shall hold over beyond the expiration of the term herein provided or any renewal or extension thereof, it is expressly understood and agreed that any such hold-over tenancy shall be a month to month tenancy only, and either the Lessor or the Lessee may terminate such tenancy at any time by giving the other party thirty (30) days written notice of its intention to do so.

13. It is further understood and agreed that all notices given under this lease shall be deemed to be properly served if delivered in writing personally, or sent by registered mail to the Lessee at its main office in Chicago, Illinois. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United State Post Office Department.

IN WITNESS WHEREOF, The said Lessor has hereunto set hand and seal, and the said Lessee has caused this instrument to be executed the day and year first above written.

IN PRESENCE of:  
 P. P. Goffney  
 Approved as to Form  
 H. W. A., Attorney,  
 Standard Oil Company

E. R. Hoffman (Seal)  
 Lessor  
 Eva Hoffman (Seal)  
 Wife of Lessor

STANDARD OIL COMPANY  
 BY: C. O. Kallman,  
 Asst. To General Manager

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## ACKNOWLEDGMENT FOR LESSOR (INDIVIDUAL)

COUNTY OF NEBRASKA) ss.  
COUNTY OF DUBLAS)

Personally appeared before the undersigned, a Notary Public in and for said county and state, E. R. Hoffman and Eva Hoffman, his wife, personally known to me to be the parties who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 22nd day of October, A. D. 1948.

My commission expires 11/27/50.  
HENRIETTA GLISSENDORF, Notary Public  
DUBLAS COUNTY, NEBRASKA  
My commission expires 11/27, 1950.

Henrietta Glissendorf, Notary Public

### TO BE COMPLETED WHEN LESSOR IS NOT THE OWNER OF PROPERTY

(to be completed when lessor is not the owner of property)

The undersigned, owner in fee simple of the premises described in the within lease, hereby consents thereto and agrees with said Standard Oil Company that it may at its option enter the hereinafore described premises and remove therefrom any and all improvements, pumps, tanks and equipment located on said premises, heretofore or hereafter purchased by said Standard Oil Company or placed thereon by it, at any time during the term of the within lease or any extension thereof, and for a period of thirty (30) days after the expiration or prior termination of the above lease for any reason whatsoever. The undersigned further agrees that if the lessor shall default in the payment of the rent reserved in his lease with the undersigned, the undersigned will forthwith give to the said Standard Oil Company written notice of such default, and the said Standard Oil Company may, at its option, pay said rent and will thereupon succeed to the rights of the lessor in the leased premises to the same extent as if the lessor had assigned his lease to the Standard Oil Company.

Approved as to Form:

(SEAL)  
(SEAL)

1948 DEC 20 10:30 A.M.  
COUNTY CLERK

Filed December 20, 1948 at 10:30 o'clock A.M.

*Bessie J. ...*  
County Clerk

IN THE DISTRICT COURT OF SARGY COUNTY, NEBRASKA

WILLIAM E. ... and  
VICTOR ...  
Husband and Wife,

: DEC. 2 1948 PAGE 245  
: 10:30 A.M.

VS.

MARY A. ...  
JAMES ...  
AND ALL PERSONS HAVING OR CLAIMING  
ANY INTEREST IN LOT 24, JEWELL PLACE,  
as surveyed, platted and recorded in  
Sargy County, Nebraska, being sub-division  
of Section 25, Township 14, North, Range 13,  
East of the 8th. P.M., said NEBRASKA,  
DISTRICTS.

D E C R E E

THIS MATTER came on to be heard this 20th day of December, 1948, upon the petition of the plaintiffs, and it appearing to the Court that although due service has been had upon all persons interested by publication, notifying them that they were required to answer on or before November 22, 1948; and it further appearing that no appearance, and no pleading has been filed by any of the defendants, default is hereby entered against all of the defendants.

THE COURT CONSIDERED of the petition, and the evidence the Court finds generally that the allegations of plaintiffs petitions are true, and specifically finds that the restrictions set forth in plaintiffs petition are void, and are now of no force and effect but cast a cloud upon the plaintiffs title, which they are entitled to have removed by a Court of Equity.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the property described in plaintiffs petition to wit:

Lot 24, Jewell Place, as surveyed, platted and recorded in  
Sargy County, Nebraska, being a sub-division of Section 25,  
Township 14, North, Range 13, East of the 8th. P.M., Sargy  
County, Nebraska,

be and the same is hereby quieted in the plaintiffs free and clear of all restrictions set forth