

# Miscellaneous Record No. 14

MICHAEL HOFFMAN ET AL :  
TO :  
STANDARD OIL COMPANY :  
Lease \$5.05 pd. :

Filed January 8, 1951 at 9:30 o'clock A.M.  
County Clerk

## LEASE

THIS LEASE, made this 8th day of November, 1950, by and between Michael Hoffman, Ernest R. Hoffman and Eva Hoffman, his wife, whose address is 13th & Port 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 demises and leases to the Lessee, the following described premises situated near the City of Town of Omaha, County of Sarpy, State of Nebraska more particularly described as follows, to-wit:

That part of Lot Eight (8) in Dee's Addition to South Omaha in Sarpy County as surveyed, platted and recorded and being in the North East Quarter (NE $\frac{1}{4}$ ) of Section Fifteen (15), Township Fourteen (14), Range Thirteen (13), East of the Sixth P.M., described as follows, to wit: Beginning at the North West corner of said Lot Eight (8) running thence South Easterly along the North boundary line of said Lot Eight (8), a distance of Ninety-nine (99) feet (which point is One Hundred Six (106) feet West from the North East corner of said Lot Eight (8); running thence in a South Westerly direction and on a line parallel with the East boundary line of said Lot Eight (8), a distance of One Hundred Fifty (150) feet (which point is One Hundred Six (106) feet distant from the East boundary line of said Lot and One Hundred Fifty (150) feet distant from the North boundary line of said Lot Eight (8); running thence in a North Westerly direction and on a line parallel with the North boundary line of said Lot Eight (8) to a point on the West boundary line of said Lot Eight (8); running thence North along the West boundary line of said Lot Eight (8) to the place of beginning, specifically excluding that portion along the eastern edge of the premises now occupied by a residence, as well as that portion along the southern boundary of the premises occupied by a small cottage. Reserving to lessor the right of ingress and egress over service station Driveways to reach his private garage.

Together with the following improvements:

1. 2 stall - cement block, stucco finish service station, including pump Islands and driveways.
2. And the equipment, machinery, appliances and personal property contained therein, as per itemized list hereto attached marked Exhibit "1", and by this reference made a part hereof. With respect to the equipment, machinery, appliances and personal property listed on Exhibit "1" lessee agrees to keep and maintain same in good and sufficient condition during the term of this lease.

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.

TO HAVE AND TO HOLD unto the Lessee for the term of 5 years, commencing on the first day of December 1950, and ending on the 30 day of November, 1955.

2. Lessee agrees to pay to the Lessor monthly, in advance, cash rental for the above described premises, buildings, fixtures equipment, machinery, and appliances (if any be included), as follows:

Each January	\$260.00	Each July	\$260.00
Each February	\$260.00	Each August	\$260.00
Each March	\$260.00	Each September	\$260.00
Each April	\$260.00	Each October	\$260.00
Each May	\$260.00	Each November	\$260.00
Each June	\$260.00	Each December	\$260.00

All rental payments may be made by check delivered to Lessor or mailed to Lessor at his address herein shown.

3. 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 on the above described premises; such assignment to be effective only during the term of this lease, and all renewals and extensions thereof.

4. Lessee and any assignee or sub-lessee is expressly given the right at 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 purchases or placed by it or them upon the leased premises, but shall not be obliged to do so.

5. Lessor will keep the building, driveways, the water pipes, drains and sewers appurtenant thereto 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.

6. 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 None successive periods of one year each.

The rental to be paid by the Lessee during said extension period or periods shall be cash monthly rental for each month and for one month in advance as follows:

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 6, the Lessee shall give to the Lessor a like written notice at least thirty (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, buildings, 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, Lessor 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 and said premises for any reason are not sold pursuant to the bona fide offer set forth in the notice, then 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, or forbidden, interfered with or prevented by legislation or regulation of Federal, State or local government, or any agency thereof, by requests of any governmental authority, by war conditions or by any contingency beyond the control of Lessee, its assignee or sublessee, or if by reason of any similar restriction, interference or prohibition, the Lessee, or its assignee or sublessee shall be unable to obtain adequate supplies of petroleum products essential to the profitable use of

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said premises for any of the purposes stated, or, if because of rationing of gasoline or because of any request or order of any governmental authority, the sale of gasoline at said premises is substantially curtailed, 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. 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 Lessor at the address herein shown, or 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 States Post Office Department.

IN WITNESS WHEREOF, the said Lessor ha\_\_ 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

MICHAEL HOFFMAN  
ERNEST H. HOFFMAN (SEAL)  
Lessor  
EVA HOFFMAN (SEAL)  
Wife of Lessor

STANDARD OIL COMPANY  
By  
C. YALLMAN  
MANAGER-OPERATING DEPARTMENT  
ACKNOWLEDGMENT FOR LESSOR (INDIVIDUAL)

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

Personally appeared before the undersigned, a Notary Public in and for said county and state, Michael Hoffman, Ernest 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 9th day of November, A.D. 1950.  
My commission expires December 4, 1953.

M.S. HAUPTMAN, Notary Public

.....  
M.S. HAUPTMAN NOTARIAL SEAL  
DOUGLAS COUNTY, NEBRASKA  
COMMISSION EXPIRES DEC. 4, 1953  
.....

Approved as to Form:  
L.B.L.

### EXHIBIT " 1 "

1. Air Compressor - DeZilviss, Model 330, Serial No. C-46698
2. Sunbeam Furnace (Oil burning) #C-522  
Electric Motor Burner with furnace (Sun Ray), Model XR
3. Gas Hot Water Heater (Hercules), 30 gallon tank attached.
4. Bowser Computing Pumps:           Serial No. A-81913  
3 - (Model 575)                       Serial No. A-81914  
2 Wayne Computing Pumps:       Serial No. A-81915  
(Model 70)                           Serial No. 776660BDL  
  Serial No. 776656BDL  
Gallons
5. 1-2,500 Underground Storage Tank (gasoline)  
1-3,000 Underground Storage Tank (gasoline)  
1-500 Underground Storage Tank (gasoline)  
1-500 Underground Storage Tank (fuel oil)
6. 4-Island Post Lights - Model HPRC-406  
4-Washroom Island Lights  
2-Flourescent Lamps (inside of post lights)
7. 1-1,000 Benjamin Flood Light
8. 1-Drive-on Motor/ Lift
9. 1-Custom fitted Plywood counter
10. 2-Plywood display units
11. 1-Electric Sewage disposal
12. 4-30 Gallon Lubsters  
1-IBBL. Kerosene Lubster Complete
13. 1-Display Case
14. 2-Battery Display Stands with trickle charger
15. 4-Canned Oil Display Shelving in Lube Room.  
1-Back counter with shelving display (in sales room)  
1-Work bench 12'  
1-Plywood tool display rack
16. 2-50' Air Hoses complete with testers

- 17. 1-Neon sign ("Tires") complete with transformer
- 1-Neon sign ("Batteries") complete with transformer
- 1-Outside electric Clock com
- 1-Inside electric clock
- 1-Large neon outdoor Standard Service sign
- 18. 2-ceiling flourescent lights in sales room
- 19. 1-Chamois wringer complete with tub.

P.P.G.  
M.H.  
F.R.H.  
E.H.

FED. NAT'L MORTGAGE ASSOC. :  
TO :  
WHOM IT MAY CONCERN :  
Power of Attorney \$4.25 pd. :  
----- :

Filed January 8, 1951 at 9:30 o'clock A.M.

*J. S. Baughman* County Clerk

Form FNMA 21  
(Revised Sept. 1948)

Book 258 Page 207

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That FEDERAL NATIONAL MORTGAGE ASSOCIATION, hereinafter called the "Association," a corporation established and organized pursuant to the provisions of the National Housing Act, as amended, hereby and by these presents does make, constitute and appoint HARRY C. JOBES, KANSAS CITY, JACKSON COUNTY, MISSOURI, its true and lawful agent and attorney for it and in its name and stead:

1. To purchase or contract to purchase notes, bonds or other evidences of indebtedness and any accompanying real estate mortgages, deeds of trust, security deeds, chattel mortgages, or collateral of whatsoever kind or nature and to modify or consent to the modification of any such contract;
2. To endorse without recourse, or assign without representation, recourse or warranty, or to amend, modify, extend or renew any note, bond, check or other evidence of indebtedness now or hereafter held by the Association, and to release from liability any maker, obligor and/or guarantor on any such note, bond, check or other evidence of indebtedness;
3. To satisfy, discharge, release, amend, modify, extend, renew, subordinate and/or foreclose in any legal manner, in whole or in part, any chattel mortgage, real estate mortgage, deed of trust, security deed or collateral of whatsoever kind or nature, securing any note, bond or other evidence of indebtedness now or hereafter held by the Association, and to exercise any right or authority which the Association has or may have pursuant to the terms of any such security instrument or evidence of indebtedness;
4. To assign without representation, recourse or warranty, any chattel mortgage, real estate mortgage, deed of trust, security deed, or collateral of whatsoever kind or nature, securing any note, bond or other evidence of indebtedness now or hereafter held by the Association; and to assign, convey, sell, lease or sublease and enter into contracts for the assignment, conveyance, sale, lease or sublease of any real estate, chattels, securities or property of any sort or nature, or interests therein, now held or hereafter acquired by the Association;
5. To discharge, satisfy, release, waive, subordinate and/or assign, in whole or in part, any judgment now or hereafter entered in favor of the Association or held by it as assignee;
6. To assign, surrender, release, modify and/or consent to the assignment, surrender, release and/or modification of any policy of insurance and/or any rights arising out of any policy of insurance of which the Association now is or hereafter shall become the assignee, beneficiary or the insured, or in which the Association now has or hereafter shall have any interest of any kind or nature, and to execute proof of loss, proof of death, statement of claimant and/or any other instrument in connection with any such policy of insurance and/or any rights arising therefrom;
7. To execute, acknowledge, deliver, file for record and/or record such instruments and to perform such other acts as may be necessary and proper to effectuate the foregoing.

FURTHER, the Association hereby does grant unto its said agent and attorney full power and authority to do and perform all and every act and thing requisite, necessary and proper to carry into effect the powers hereby granted as fully, to all intents and purposes, as it might or could do, and hereby does ratify and confirm all that its said agent and attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the Association has caused its corporate name to be subscribed hereto and its corporate seal to be hereunto affixed and duly attested on this 12th day of October, 1950.

Attest:  
K.C. BORREGARD, Secretary

FEDERAL NATIONAL MORTGAGE ASSOCIATION  
By  
J.S. BAUGHMAN, President

Witnesses:  
ANNA MARIE GREEN                      JAYNE F. TUCKER