1845

ASSIGNMENT OF LEASE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Dorothy Jean Storz a/k/a Dorothy Jean Rasmussen, a single person, hereby conveys, transfers and assigns to Philip D. Kimball and Betty J. Kimball, husband and wife, all of her right, title and interest in and to Lot Number One Hundred Thirty Four (134), Ginger Cove, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, which the said assignor has therein under and by virtue of a certain lease to Warren A. Storz and Dorothy J. Storz, dated November 25, 1969, and subsequently assigned by District Court Deeree DOC. 626, No. 83, hearing date 27th July, 1971 to Dorothy Jean Storz a/k/a Dorothy Jean Rasmussen, a copy of which is attached hereto, marked Exhibit "A".

Witness my hand this IZ TR day of August, 1972.

Dorothy Jean Rasmussen

STATE OF NEBRASKA) SS COUNTY OF DOUGLAS)

On this _____ day of August, 1972, before me, a Notary Public personally came Dorothy Jean Rasmussen, personally known to me to be the identical person who executed the foregoing Assignment, and she acknowledged the execution thereof to be bery voluntary act and deed.

' Notary Public

My Commission Expires: Cing. 30 1977

ACCEPTANCE OF ASSIGNMENT

Come now Philip \mathcal{Z} . Kimball and Betty J. Kimball, the above named assignees, and hereby accept said assignment and agree to personally bind themselves to the fulfillment of the provisions of said assigned lease.

Philip C. Kimball

Betty J. Kimball

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IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

DOROTHY JEAN STORZ,)
Plaintiff,) DOC. 626 NO. 83
-vs-	
WARREN A. STORZ,	<u>D E C R E E</u>
Defendant.	<u> </u>

THIS MATTER came on for hearing on the 27th day of July 1971, the Plaintiff being present in Court and represented by her attorney, ROBERT C. GUINAN, and the Defendant having previously approved the terms of this Decree through his attorney, GENE MEAZELL, and upon evidence adduced in support of Plaintiff's Petition, the Defendant offering no evidence in support of his Cross-Petition, and the Court finds generally in favor of the Plaintiff.

MORE SPECIFICALLY, the Court finds that it has jurisdiction of the parties hereto and of the subject matter herein, and that more than 60 days have elapsed since the filing of Plaintiff's Petition.

FURTHER, the Court finds that at the time of the purported marriage of the parties hereto on December 23, 1968, the Plaintiff was incapable of contracting such marriage by reason of the fact that a divorce decree had been entered in the District Court of Douglas County, Nebraska, during December of 1968, and the requisite six month waiting period had not elapsed, and that accordingly, the purported marriage of the parties of Logan, Iowa, on December 23, 1968, was void and of no force and effect.

THE COURT finds that no children have been born of this purported union.

THE COURT further finds that during the period of the purported marriage certain changes in the proprietary rights of both parties occurred, and that the Plaintiff sold a house belonging to her and deposited approximately \$12,000.00 of the proceeds of sale into a joint account with the Defendant; that a substantial part

of this money was used to acquire a lot and to construct a house thereon at 134 Ginger Cove Road, Valley, Nebraska, which house is jointly owned with the Defendant, but should be awarded to the Plaintiff, together with all household goods and personal items located therein, with the exception that such personal items as belong to the Defendant should be awarded to him.

FINALLY, the Court finds that a law suit has been commenced by Raymond Poage against the parties in the amount of \$781.87, plus costs and attorney fees, and that while this amount has been disputed, the obligation, if any, for the same should be assumed by the Plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Court that the purported marriage between the parties hereto was, and hereby is, declared to be void and of no force and effect; that the house purchased and jointly owned by the parties at 134 Ginger Cove Road, Valley, Nebraska, should be, and hereby is, awarded to the Flaintiff, and the Defendant is directed to execute all instruments necessary to effectuate the same; and that the Plaintiff be, and hereby is, ordered to pay any amounts determined to be due and owing to Raymond Poage by virtue of work performed by him in connection with the premises at 134 Ginger Cove Road, Valley, Nebraska.

BY THE COURT:

Approved as to form and content:

Attorney for Defendant

CONSENT TO ASSIGNMENT

Comes now Donald G. Lamp, President of Ginger Cove, Inc., a Nebraska Corporation, and hereby consents to the assignment of the lease between said named corporation and Warren A. Storz and Dorothy J. Storz, dated November 25, 1969, and subsequently assigned by District Court Decree DOC. 626, No. 83, hearing date 27th July, 1971 to Dorothy Jean Storz a/k/a Dorothy Jean Rasmussen, in which assignment, the said named successor lessee assigns the same to Philip D. Kimball and Betty J. Kimball.

COVE COVE COVE COVE COVE COVE

GINGER COVE, INC., a

Nebraska Corp.

Donald G. Lam

Dated this 17 day of August, 1972.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

DAY OF 19 2 ATT-10 M. C. HAROLD OSTLER, REGISTER OF DEEDS

12.25