

Miscellaneous Record No. 9

Cass County

LUDL PRINTING CO., WAGON, NEBRASKA

(CURRENCY BUREAU SEAL)
(OF THE COMPTROLLER OF THE CURRENCY)
(TREASURY DEPARTMENT)

H.S.Haggard
Acting Comptroller of the Currency

Charter No. 1798

CERTIFICATE FOR CERTIFIED COPY

COMPTROLLER OF THE CURRENCY)
)ss
TREASURY DEPARTMENT OF THE UNITED STATES)

I hereby certify that the foregoing is a true and complete copy of the certificate recorded in this office, dated the eighth day of June, 1962, of H.S.Haggard, Acting Comptroller of the Currency, approving the change of name of the bank mentioned therein.

IN WITNESS WHEREOF, I have on JUL 6 1962 hereunto set my hand and caused the seal of the Comptroller of the Currency to be affixed to these presents.

(CURRENCY BUREAU)
(SEAL OF THE COMPTROLLER OF THE CURRENCY)
(TREASURY DEPARTMENT)

By Direction of the Comptroller of the Currency
F. W. Mesjuder

Assistant Chief, Organization Division
Office of the Comptroller of the Currency

LEASE Conrad J. Baumgartner to Commodity Credit Corporation
COMPARED
Filed March 13, 1964 at 3:50 P.M.
Lucille Horn Gaines
Register of Deeds
\$5.00 r

FORM CCC GRAIN-19
(12-9-63)

U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL STABILIZATION AND CONSERVATION SERVICE
COMMODITY CREDIT CORPORATION

LEASE OF PROPERTY

THIS LEASE, made and entered into this 28th day of February, 1964, by and between Conrad J. Baumgartner of 238 So. Roxbury Dr., Beverly Hills, Calif. (hereinafter called the "Lessor"), and Commodity Credit Corporation, (hereinafter called the "Lessee").

WITNESSETH THAT:

1. The Lessor leases to the Lessee, and the Lessee hereby leases from the Lessor, upon the terms and conditions hereinafter stated, the following described real estate (hereinafter called "property") situated in the County of Cass and State of Nebraska

(Enter here a complete legal description of the site)

Starting at a point representing the center of Section 15-11-10, traveling due north from the Center of Section 15, 817 feet; thence in an easterly direction 648 feet to the highway; thence in a south-westerly direction to the starting point on the northwest side of the highway. This area comprises 264,708 square feet or 6 acres.

containing 6 acres, more or less.

2. The term of the lease shall be for a period of 10 years, commencing the 1st day of October 1964, and ending the 1st day of October, 1974, with the right of the Lessee, at any time during such term or any extension thereof, to terminate said lease, and liability for any further rent, by giving 30 days' previous notice in writing to the Lessor.

3. As rent for said property, the Lessee shall pay the Lessor Three hundred twenty Dollars (\$320.00) per year, such rent to be payable in advance, but to be apportionable in the event the lease is terminated as provided in paragraph 2 hereof.

4. The Lessor warrants that he is the owner of the property, has the right to give the

Lessee possession under this lease, and will, so long as this lease remains in effect, warrant and defend the Lessee's possession against any and all persons whomsoever.

5. The Lessee shall have the right, during this lease, to erect storage structures or facilities, make alterations, install scales, fences, or signs, in or upon the premises hereby leased and, at the expiration of said lease or any renewal or extension thereof or at any time this lease is in effect, may remove said storage structures, facilities, scales, fences or signs or any part thereof, whether or not such structures, facilities, scales, fences or signs have become legally a fixture.

6. The Lessee shall not assign this lease without the written consent of the Lessor. The Lessee, may, however, sublet the structures on the premises leased hereunder, or any one or more of them for the term of the lease or any part thereof upon such terms and conditions as Lessee may wish to so sublet.

7. The Lessee, if required by the Lessor, shall upon the expiration of this lease, restore the premises to the same condition as that existing at the time of first entering upon the same under this lease or under any prior lease from the Lessor to the Lessee which has been continuous, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Lessee has no control excepted: Provided, however, That if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Lessee 60 days before the termination of the lease.

8. The Lessor grants and gives the Lessee the option as a consideration of this lease and for the further consideration of one dollar, the receipt of which is hereby acknowledged, to renew said lease for a period of 10 years from the Lessor, his heirs, executors, administrators, and assigns, for the sum of Three hundred fifty and no/100----- Dollars (\$350.00) per year.

9. As a consideration of this lease and for the further consideration of one dollar, the receipt of which is hereby acknowledged, the Lessor grants and gives the Lessee the option, at any time while this lease is in effect, to purchase said property from the Lessor, his heirs, executors, administrators, and assigns, for the sum of * (See below)---- ~~XXXXXX~~ (\$XXXXXXXXXX). In the event the Lessee shall exercise this option to purchase said property, the Lessor agrees to furnish at his own expense an abstract of title, certificate of title, or other evidence of title satisfactory to CCC and to execute a good and sufficient warranty deed conveying fee simple title to said property free and clear of all taxes, liens, or encumbrances except for the following, and no others.

*for a sum to be determined by appraisal by three disinterested persons, one of whom shall be named by the lessee, one by the lessor and the third to be selected by these two persons.
FOR CCC GRAIN-19 (REVERSE)

10. In the event any increased tax assessment is made against the Lessor or the property by virtue of the erection of storage structures and facilities thereon by the Lessee, the Lessor agrees to cooperate fully in any contest of such increased assessment which the Lessee feels should be made. The Lessee agrees that the rental hereunder shall be adjusted upward by the amount of any such increased tax assessment which the Lessor and Lessee mutually agree to be proper or which is determined to be legally valid in court proceedings.

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11. No member of or Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this lease or purchase or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease or purchase if made with a corporation for its general benefit.

12. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee and that no such consideration or payment has been or will be made. Breach of this warranty shall give CCC the right to annul the lease, or, in its discretion, to deduct from the rental or purchase price the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Lessor if the lease is secured or made through a bona-fide agent maintained by the Lessor for the purpose of leasing or selling his property.

(Seal) Conrad Baumgartner	LESSOR	COMMODITY CREDIT CORPORATION, LESSEE
(Seal) Margaret H. Baumgartner	LESSOR	By Ivan G. Althouse
X Idamay Landau	WITNESS	Chairman, Cass ASC County Committee
		Contracting Officer

"State of California)
)ss:
 County of Los Angeles)

On this 28th day of February, 1964, before me a Notary Public in and for said county personally came the above-named Conrad J. Baumgartner & Margaret H. Baumgartner who is personally know to me to be the identical person(s) whose name(s) are affixed to the above instrument as Lessor and they acknowledged said instrument to be their voluntary act and deed. Witness my hand and notarial seal, the date last aforesaid.

My Commission expires on the 21st day of November, 1967.

(HELEN CONNOR)	Helen Connor	Notary Public"
(NOTARY PUBLIC)	HELEN CONNOR	
(LOS ANGELES CO.CAL.)	My Commission Expires	Nov. 21, 1967

* * * * *
 AFFIDAVIT
 Paul J. Luken
 to
 Public

COMPARED

Filed March 16, 1964 at 8:08 A.M.
 Lucille Horn Gaines
 Register of Deeds
 \$2.25 \

 AFFIDAVIT

STATE OF NEBRASKA)
)ss.
 COUNTY OF CASS)

Paul J. Luken, being first duly sworn on oath deposes and states that this affiant, together with Clara Luken, are the owners of record of Lot 395 in the Village of Louisville, Cass County, Nebraska, within the full mean of the the Marketable Title Act of the Laws of Nebraska, and as such owners are now in possession of said real estate within the full meaning of said Marketable Title Act.

Further affiant sayeth not.

Paul J. Luken
 Clara Luken

Subscribed and sworn to before me this 11th day of March, 1964.

(VIVIAN BLAKE)	Vivian Blake
(NOTARIAL SEAL)	Notary Public
(COMMISSION EXPIRES)	
(APR° 17, 1968)	My Commission Expires:
(CASS COUNTY, NEBRASKA)	

* * * * *