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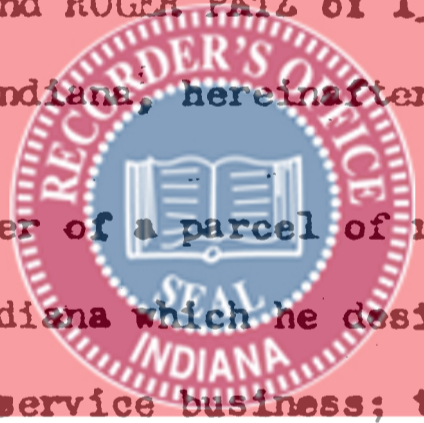
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P.O. Box 173
C. Pt.

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AGREEMENT
STOP

THIS AGREEMENT made this 1st day of December, 1969, by and between CONQUEST OIL COMPANY, INC., an Indiana Corporation of Crown Point, Indiana, hereinafter called CONQUEST, and ROGER PATZ of 133rd. Ave. and Parrish Street, R.R.# 1 - Box 5, Cedar Lake, Indiana, hereinafter called PATZ, WITNESSETH:



WHEREAS, PATZ is the owner of a parcel of real estate at 133rd. Ave. and Parrish Street, Cedar Lake, Indiana which he desires to use for a gasoline station and allied automobile service business; the legal description of the real estate is as follows;

beginning at Northeast corner of Section 28, Township 34 North, Range 9 West of the 2nd. P.M., Lake County, Indiana, thence west along the north line of said Section a distance of one hundred twenty five (125) feet; thence south parallel with the east line of said line of said section a distance of one hundred twenty seven and thirty seven one hundredths (127.37) feet; thence east a distance of one hundred twenty five (125) feet to the east line of said section thence north along said east line of said section a distance of one hundred twenty six and seven one hundredths (126.7) feet to the place of beginning, containing .36 acres, more or less. Subject to any legal highways or rights of way.

S-20-B concrete block service station with pylon and procelain enamel front and two sides in Shell colors: suspended type oil-fired furnace; one 550 gallon, one 1000 gallon and two 2000 gallon underground tanks.

WHEREAS, CONQUEST is a gasoline distributor and desires to continue to furnish petroleum products to PATZ at such stated location of business.

WHEREAS, both CONQUEST and PATZ desires to make definite and certain their respective duties, responsibilities, benefits and obligations as to each other, and therefore enter into this AGREEMENT.

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1. PATZ shall furnish the station property and the operator or personnel to conduct the automobile and allied service station business. PATZ shall furnish the light bulbs for the station and the outside lights and nozzles at the pumps. CONQUEST furnished the intial light bulbs and nozzles.
2. PATZ agrees to purchase and sell SHELL products, if these are available from CONQUEST, and not to advertise nor sell competing, similar products.
3. CONQUEST shall furnish the petroleum products and allied supplies necessary for PATZ to resell to the public.
4. PATZ shall pay cash, on delivery, for all products delivered to him by CONQUEST.
5. PATZ shall maintain the premises and building in good condition and repair, CONQUEST shall make such repairs or replacements not necessitated by fire or explosion as CONQUEST and PATZ mutually estiante will be less than Fifty and 00/000(\$50.00)Dollars in total cost. CONQUEST will do the painting when it is needed.
6. PATZ shall pay for imprinter rental, which will be billed by CONQUEST.
7. PATZ shall pay for insurance, taxes, assessments, linense, permit and inspection fees, or other governmental charges with respect to the business conducted therewith.
8. CONQUEST shall furnish and maintain in good working order the following items of property, to-wit:

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- (a) 4 Tokheim pumps at island, installed June 19, 1968.
- 2 regular pumps, Serial Nos. 11-02572 and 11-02570,
- 2 premium pumps, Serial Nos. 11-23571 and 11-02576
- (b) 1 - Champion Compressor, Serial No. 108572
- (c) 2 - Davit Poles
- (d) 1 - Joyce 10 QRYL Lift
- (e) 1 - M-3 Merchandise Unit
- (f) 1 - S/A Shelf Unit
- (g) 1 - D2 Desk & Chair
- (h) 3 - WS-3 Wall Shelving Units
- (i) 1 - WS-2 Wall Shelving
- (j) 8 - TR 8 Tire Rack Units
- (k) 2 - B1 Parts Cabinets
- (l) 1 - WBL Work bench
- (m) 2 - 11' 6" Phillips Island Lights
- (n) 4 - Fluorescent Floodlights
- (o) 1 - Floodlight Pole



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All of which shall remain the property of CONQUEST.

9. CONQUEST shall have the right to enter the premises for the purpose of inspecting, repairing, painting or removing the equipment.

10. PATZ shall indemnify CONQUEST against all claims, suits, loss, cost and liability on account of injury or death of persons or damage to property, or for liens on the premises, caused by or happening in connection with the Premises (including the adjacent sidewalks and driveways) or the condition, maintenance, possession or use thereof or the operations thereon.

11. This AGREEMENT shall be effective for one (1) five (5) year period, commencing on the 1st day of December, 1969 and ending on the 31st day of December, 1974, and shall continue thereafter for succeeding periods of one (1) year each but either CONQUEST or PATZ may terminate this lease at the end of the primary or any succeeding period, by giving the other at least thirty (30) days prior notice.

12. Both CONQUEST and PATZ agree to co-operate in every reasonable manner in order that both may benefit to the maximum under this AGREEMENT.

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IN WITNESS WHEREOF the parties thereto have executed this AGREEMENT, in duplicate, this 20th day of December, 1969, at Crown Point, Indiana.

CONQUEST OIL COMPANY, INC.

By Leslie K. Conquest
Leslie K. Conquest
as its President.

Roger Patz
Roger Patz



Attest: Edith J. Conquest
Edith J. Conquest,
as its Secretary-Treasurer

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BY Leslie K. Conquest