

#275

Sample St., widening in med.  
west of intersection of  
L. W. E.

p. 147



The following acknowledgment should be used for Illinois, Indiana, Kansas and Wisconsin.

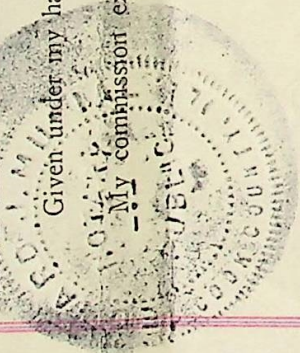
STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.

I, Edward J. Musial, a Notary Public in and for said  
County and State, do hereby certify that D. F. Benton  
Earl W. Russell and Earl W. Russell, personally  
known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President,  
and Secretary of the STANDARD OIL COMPANY, an  
Indiana corporation, appeared before me this day in person and acknowledged that they signed, sealed with the cor-  
porate seal of said corporation, and delivered the said instrument as their own free and voluntary act, and as the free  
and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly author-  
ized to execute the said instrument by the Board of Directors of said corporation.

Given under my hand and seal, this 29th day of May, 19 58

My commission expires June 27, 1959.

Edward J. Musial  
Notary Public.  
Edward Musial  
BOOK 581 PAGE 373



The following acknowledgment should be used for Iowa, Michigan, Minnesota and Wyoming.

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.

On this ..... day of ..... 19....., before me, a Notary  
Public in and for said County and State, personally appeared.....  
to me personally known, who, being by me duly sworn, did say that he is the..... of  
the STANDARD OIL COMPANY, an Indiana corporation, that the seal affixed to the foregoing instrument is the  
corporate seal of said corporation and that said instrument was signed, sealed and executed in behalf of said corpora-  
tion by authority of its Board of Directors; and said..... acknowledged the  
execution of said instrument to be the free and voluntary act and deed of said corporation, by it voluntarily executed.

My commission expires.....

.....  
Notary Public.

DULY ENTERED FOR TAXATION  
September 3, 1958  
RICHARD F. KLEISER  
AUDITOR  
ST. JOSEPH CO., INDIANA

STATE OF INDIANA - ) S. S. NO.  
COUNTY OF )  
FILED FOR RECORD )

SEP 4 9 11 AM '58  
581 PAGE 372  
EMERY L. HIRSCHLER  
RECORDER

51489  
#275

Fee 10¢  
CHECKED Hook

INDEXED



**This Adventure Ministry:** That the grantor, the STANDARD OIL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Indiana, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00), to it in hand paid, conveys and warrants to the City of South Bend, a municipal corporation organized and existing under and by virtue of the laws of the State of Indiana

St. Joseph and State of Indiana, the following described real estate, situated in the County of St. Joseph and State of Indiana to-wit: Lot lettered "A" as shown on the recorded Plat of Wenger and Kriegbaum's Vistula Avenue Addition to the City of South Bend also known as Beginning at the property line at the Southwest corner of the intersection of Sample Street and Vistula Avenue, now known as Lincoln Way, East; thence West along the South line of Sample Street, a distance of 77.4 feet; thence in a Southerly direction 127 feet; thence in a Northeasterly direction, a distance of 138 feet, to the West line of Lincoln Way, East; thence Northerly 66 feet along the West line of Lincoln Way, East, to the point of beginning, situated in the City of South Bend, St. Joseph County, Indiana;

Subject to taxes for the year 1958 and all subsequent years.

STATE OF INDIANA ) S. S. NO  
OF JOSEPH COUNTY,  
FILED FOR RECORD

SEP 4 9 10 AM '58

BOOK PAGE  
EMERY L. HIRSCHLER  
RECORDER

Transfer 25375  
Trading Unit 312  
Date 9-4-58

Subject to taxes and special assessments, if any, against the said premises; also subject to zoning laws and municipal regulations, if any; building line restrictions and building restrictions of record, if any; and to any party wall agreements of record.

The grantee..... herein hereby covenant...S... and agree...S... for ...its...self..... its...~~XXXXXX~~ successors and assigns, that no part of the real estate herein conveyed shall be used by said grantee..., its...~~XXXXXX~~ ~~XXXXXX~~ or assigns, for the purpose of conducting or carrying on the business of selling, handling or dealing in gasoline, kerosene, benzol, naphtha, greases, lubricating oils, or any fuel to be used for internal combustion engines, or lubricants in any form. This covenant shall run with the land and be binding on said grantee....., its...~~XXXXXX~~ ~~XXXXXX~~ and assigns, and inure to the benefit of the grantor herein, its successors and assigns.

The foregoing restrictions shall not apply to the sale, handling or dealing in petroleum products furnished by the grantor herein and in any event shall terminate and be of no further force and effect ..... 25 ..... years from the date hereof.



**In Witness Whereof**, the said STANDARD OIL COMPANY has caused this instrument to be signed by its Vice President, and its corporate seal to be hereto affixed and attested by its Secretary, all this 29th day of May 1958

Signed, Sealed and Delivered in the presence of:

By: P.A. Schwartz  
Jay W. Pugh  
Earl W. Russell  
Attest: D. F. Berto



Approved as to Form: Earl W. Russell  
Return to: Board of Public Works & Safety, City Hall, South Bend, Indiana