

71300

Pol 280454

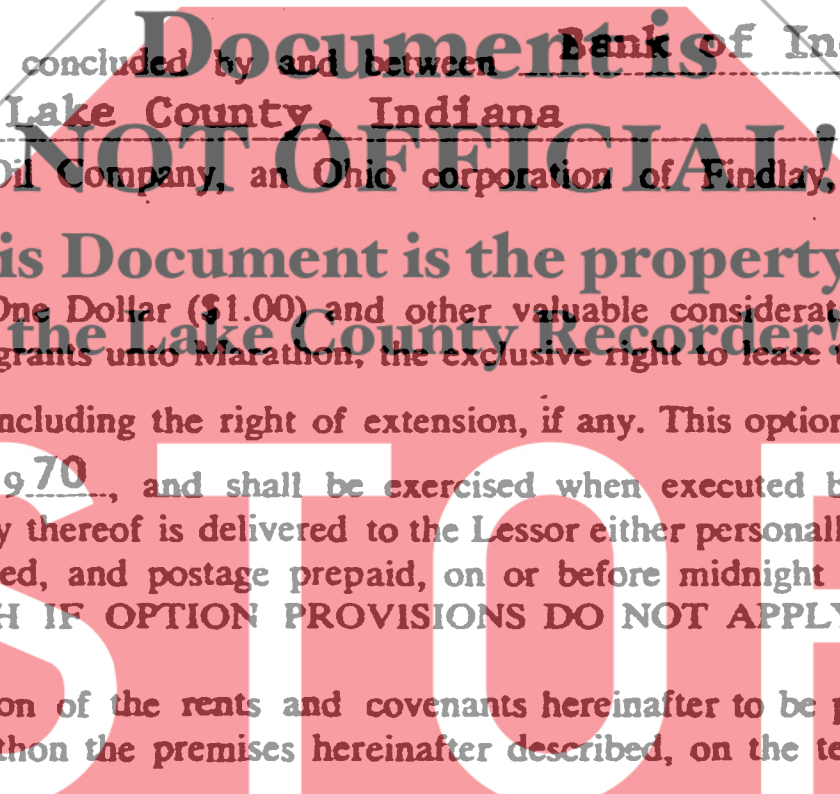
LAKE COUNTY TITLE COMPANY  
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

Guentin N. Hood  
1010 Dixie Hwy  
Chgo Hqts, Ill.

FORM 505 REV. 4-68  
71300

AGREEMENT FOR LEASE OF REAL ESTATE  
GROUND LEASE ONLY

THIS AGREEMENT, made and concluded by and between Bank of Indiana, Trustee u/t/a dated 11/1/62, Trust No. 5365 of Lake County, Indiana herein called Lessor, and Marathon Oil Company, an Ohio corporation of Findlay, Ohio herein called Marathon, WITNESSETH:



1. OPTION: In consideration of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, Lessor hereby gives and grants unto Marathon, the exclusive right to lease the premises hereinafter described on the terms and conditions set forth, including the right of extension, if any. This option shall be good until the 1st day of September, 1970, and shall be exercised when executed by the duly authorized personnel of Marathon, provided an executed copy thereof is delivered to the Lessor either personally or by depositing the same in the United States mail, registered or certified, and postage prepaid, on or before midnight of said expiration date. (NOTE: DELETE THIS FIRST PARAGRAPH IF OPTION PROVISIONS DO NOT APPLY.)

2. LEASE: Lessor, in consideration of the rents and covenants hereinafter to be paid and performed by Marathon, does hereby grant and lease unto Marathon the premises hereinafter described, on the terms and conditions set forth, including the right of extension, if any.

3. PROPERTY DESCRIPTION: The premises herein leased are situated in the City of Gary, County of Lake, and State of Indiana; fronting a total of 150 feet on Broadway-Rt. No. 53 ~~East~~ and 125 feet on 43rd Avenue ~~West~~ at the Southwest corner of the intersection of the said roads, and more particularly described as follows; to-wit:

Lots 20, 21, 22, 23, 24 and the north 10 feet of Lot 25 in Block 1, Kelley-Semmes Boulevard Heights Addition to Gary, Lake County, Indiana.

(Said legal description to be amended if need be to conform to the above footage requirement after a plat of survey is issued by a registered land survey under the direction and expense of Marathon)

SEP 8 10 59 AM '70

ANDREW J. HICENKO  
RECORDER

4. TERM: Marathon shall have and hold the same, with all appurtenances, buildings and improvements thereon or hereafter constructed, for a term of Fifteen ( 15 ) years. The date on which said property has been properly zoned and the necessary permits have been issued by the appropriate governmental authorities permitting construction of a service station thereon, shall be the commencement date of this Lease, and such date shall be endorsed in the space at the end of this lease agreement. Said endorsement shall be acknowledged by both Lessor and Marathon, and thereafter this instrument may be recorded.

5. INTERIM RENT: From and after the date on which said property has been properly zoned and the necessary permits have been issued by the appropriate governmental authorities permitting construction of a service station thereon, Marathon shall pay Lessor, as rental, the sum of Two Hundred Dollars (\$200.00) per month for a period not to exceed six (6) months in duration, which rental shall be due and payable in advance on the first day of each and every calendar month during said term.

6. RENT: From and after the date on which said improvements are completed, but in no event later than six (6) months from the commencement date of this Lease, Marathon shall pay Lessor, as rental, the sum of Four Hundred Dollars (\$400.00) per month payable monthly in advance on the first day of each and every calendar month during the Lease term and any extension or renewals thereof.

71300

7. EXTENSION: As additional consideration for said rents and covenants to be paid and performed by Marathon, and as a condition thereto, Marathon is hereby given the right to extend this lease for Five (5) additional periods of Five (5) years each, upon the same rental, terms and conditions; provided, however, that Marathon shall give Lessor at least thirty (30) days' written notice before expiration of the primary term, or any extension, of its intention so to do.

8. SERVICE STATION CONSTRUCTION: It is understood that Marathon contemplates using said property for the storage and sale of petroleum products. Marathon shall have the right to remove any and all buildings and improvements located on the premises and to dispose of the same and Lessor hereby specifically releases and waives any and all right thereto or any salvage right therein. Marathon shall also have the right to construct upon said premises a gasoline service station building together with necessary equipment, appurtenances and driveways in accordance with such design and specifications as it shall in its sole discretion determine. If at any time after the date hereof the construction, maintenance, or operation of a gasoline service station on the premises is prevented by federal, state, county, or municipal governmental authority, Marathon shall have at its election, the right to cancel this lease agreement upon thirty (30) days' written prior notice to Lessor of its intention so to do. The provisions of this paragraph shall apply in the event of failure of governmental authority to approve such reasonable building, pump island, advertising sign, and flood light pole set back limits, location of vehicular access driveways, and total underground storage capacity, as Marathon shall determine; and shall likewise apply in the event of any change of zoning classification or requirement. The parties hereto understand and agree that title to said improvements shall remain in Marathon and such improvements shall at all times be personal property regardless of the nature of fixation to the premises. The parties hereto further understand that the provisions of this paragraph are in no way intended to prohibit Marathon from using said property for any other lawful business purpose.

9. TAXES, ASSESSMENTS AND REPAIRS: Marathon will promptly pay all taxes, insurance and assessments against the demised premises as and when they become due; including real estate taxes, and all taxes levied against that equipment, buildings or other property which it may install or have located on said premises and will, at Marathon's expense, make all structural repairs necessary to keep any buildings in tenable condition. It is the intention of the parties that Marathon shall pay all taxes and assessments for which Marathon has contracted during the lease term and any extension or renewal thereof. Real estate taxes to be prorated as of the commencement date of this lease.

11. DESTRUCTION OF BUILDING: In the event that any buildings located on the premises are partially or wholly destroyed by any cause not chargeable to the negligence of Marathon...





71300

19a.

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 1st day of November, A.D. 1962, creating Trust # 5365; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the BANK OF INDIANA, NATIONAL ASSOCIATION, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the BANK OF INDIANA, NATIONAL ASSOCIATION, on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

20. This Lease expresses the entire agreement between the parties hereto.

IN WITNESS WHEREOF, Lessor has hereunto ~~caused this instrument to be executed by its~~ duly authorized officers and its corporate seal to be hereto affixed this ~~XXXXXX~~ 14 day of June, 1970.

Bank of Indiana, Trustee u/t/a dated 11/1/62 known as Trust Number 5365 (SEAL)  
By: T. J. Radigen, Vice Pres & Trust Officer (SEAL)  
ATTEST: R. G. Dwyer, Trust Officer (SEAL)  
LESSOR (SEAL)

The foregoing Agreement is accepted this 1st day of SEPTEMBER, 1970, and such shall be the date of this instrument.

G. H. Jones

MARATHON OIL COMPANY  
W. Cook  
AUTHORIZED SIGNATURE  
CHICAGO REGION MANAGER

