

76188

For Agreement
See Dec. # 77648
For Agreement
See Dec. # 157408
FOR ASMT. SEE DJC. #
513485

Policy 276891 LB
Inv. 63726

Much & Lebit, Attys
105 W. Madison St.
Suite 1906
Chicago, Ill 60602

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LAKE COUNTY TITLE COMPANY
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

Document is
INDEX TO GROUND LEASE

dated June 27, 1970 between Olind Skinner, as Landlord,
and Citizens Bank of Michigan City, Indiana as Trustee under
Trust Number 606, as Tenant

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the Lake County Recorder!

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This instrument was prepared by:
MORRIE MUCH
105 West Madison Avenue
Chicago, Illinois 60602

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
OCT 15 2 05 PM '70
ANDREW J. HIGENKO
RECORDER

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2. LANDLORD'S TITLE. Landlord will furnish to Tenant within sixty (60) days from the date hereof a policy of title insurance issued by Chicago Title Insurance Company insuring Tenant's leasehold title to the premises in an amount of ONE HUNDRED EIGHTY SEVEN THOUSAND DOLLARS (\$187,000.00) and showing that title to such demised premises is subject only to:

- (a) Customary printed general exceptions contained in American Land Title Association Owners Policy No. A-1970;
- (b) General taxes not yet due and payable;
- (c) Zoning and building laws and ordinances;
- (d) The terms of this Lease; and
- (e) Acts of Tenant or persons acting for Tenant.

3. RENT. Tenant will pay to Landlord at the place provided for delivery of service, or at such place or to such person as the Landlord may from time to time designate to Tenant the annual rental of THREE THOUSAND DOLLARS (\$3,000.00) in equal monthly installments in advance each month in the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) per month commencing October 1, 1970, and continuing until the first subtenant of Tenant commences rental payments to Tenant, and thereafter, but commencing in no event later than July 1, 1971, annual rental of EIGHTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$18,700.00) in equal monthly installments in advance each month in the sum of ONE THOUSAND FIVE HUNDRED FIFTY-EIGHT AND 17/100 DOLLARS (\$1,558.17).

4. ADDITIONAL RENT. Tenant shall also pay to Landlord an additional rent equal to Twenty Per Cent (20%) of any percentage rents Tenant obtains from subtenants occupying a portion of the demised premises or all or any portion of any building constructed thereon. Percentage rents pursuant to this

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paragraph shall mean any rents payable to and received by Tenant as the Lessor under a sublease, which rent is based upon a percentage of the gross or net sales from the described premises of a subtenant occupying any portion of the demised premises or all or any building that may be constructed thereon. It is recognized by the parties that such percentage rentals may be payable in installments to be adjusted from time to time either based upon the total sales in a calendar year or in a lease year or to be adjusted as a result of any accounting between the Tenant and said subtenant. Landlord's share of such percentage rents shall be payable to Landlord by the Tenant within Thirty (30) days after said percentage rent has been paid and no further adjustment is due thereafter based upon the total sales for the calendar year or lease year, or other period upon which the sales are based without an adjustment. There shall be no delay in the payment of such percentage rentals to Landlord because of a possible accounting between the Tenant and the subtenant. From time to time at the request of Landlord, Tenant shall deliver to Landlord a Certificate indicating the names of all tenants whose leases provide for a percentage rental, the amount of such percentage, the term of the lease, and the period and method of payment of such percentage rental. In lieu of such Certificate, Tenant may furnish to Landlord a photographed or executed copy of any such lease. Tenant agrees to submit to Landlord at such reasonable times as Landlord may request evidence to indicate the amount of percentage rental received by Tenant or any such percentage rent leases, and upon the request of Landlord will issue to the Landlord an authorization for the Landlord to confirm the amount of such payments from the respective subtenants.

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5. TAXES. Tenant will pay as additional rent before any fine, penalty, interest or costs may be added thereto for non-payment thereof all ad valorem real estate taxes, or assessments or other Government charges, general or special, ordinary or extraordinary, of every kind or nature except as hereafter excluded which shall during the term of this lease become due and payable and a lien upon the demised premises or upon any buildings or improvements thereon. If permitted by law, such taxes may be paid in installments.

The above paragraph shall not be construed to require payment by Tenant of any franchise, capital stock or similar tax of Landlord; any income, gross receipts or excess profit tax of Landlord determined on the basis of its net or gross income; or any estate, inheritance, succession, gift or similar tax of Landlord.

Tenant shall exhibit to Landlord at least Ten (10) days before the same will become delinquent paid receipts for any taxes payable by Tenant as above provided.

Tenant at its election can or may authorize one or more of its major subtenants to contest, protest or request a review by appropriate legal proceedings for any taxes payable as provided hereunder, provided, however, that if during such contest, protest or review, the taxes become a lien upon the demised premises, then the Tenant or such subtenant shall furnish or cause to be furnished to Landlord a good and sufficient corporate surety bond in the amount of the taxes plus interest and penalties payable thereon.

6. NET RENTAL BASIS. It is intended by both Landlord and Tenant that the rent provided for in this lease shall be an absolutely net return to Landlord for the term of this lease,

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free of any loss, expenses or charges with respect to the demised premises, including maintenance, repairs, cost of replacement of buildings or improvements, insurance, taxes and assessments now imposed upon or related to the demised premises, except as otherwise provided herein.

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The Lake County Recorder.
7. USE OF PREMISES. Tenant shall have the right to use the demised premises for any lawful purpose not inconsistent with the provisions of this lease or any requirements of law affecting the demised premises or any part thereof.

The Tenant shall not use or occupy, or permit the use or occupancy of, the demised premises or any part thereof, or the building thereon in any unlawful manner, or for any illegal purposes, or in such manner as to constitute a nuisance or violate any of the terms of any law or ordinance applicable to the demised premises or the building thereon.

8. LIENS. As security for the payment of the rents hereunder, and except as done by Landlord, or as permitted in Paragraph 18, Tenant will not create or permit to be created or to remain, and will discharge any lien, encumbrance or charge on account of or by reason of any mechanic's, laborer's, materialman's or any other lien, chattel, mortgage, conditional Bill of Sale or title retention agreement, which is or might be or become a lien, encumbrance or charge upon the demised premises or any part thereof, of any building thereon, or upon the Landlord's or Tenant's interest therein, or do or permit any thing to be done whereby the interest of the Landlord might be impaired; and if any such lien shall be filed against the the demised premises Tenant will cause the same to be discharged; provided, however, that if Tenant or any subtenant under it desires to contest any such lien either may do so as long as

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enforcement thereof is stayed, but in any event, Tenant shall either cause any such lien to be discharged of record within Twenty (20) days of any written request of any prospective mortgagee or Landlord because of any requirements of any mortgagee or Landlord thereof, while contesting the same as aforesaid, deposit with the mortgagee or prospective mortgagee, pending such contest, a sum sufficient to cover the amount of said lien and all interest, penalties or costs that would be payable to discharge such lien if such lien were valid.

9. INDEMNIFICATION OF LANDLORD. Tenant will protect, indemnify and hold harmless the Landlord from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including but not limited to, attorneys' fees and expenses of employees, which may be imposed upon or incurred by or asserted against Landlord by reason of any loss, damages or claims of loss of life or of injuries to persons or property on the demised premises, or nearby property or the building thereon during the term of this lease.

In case any action or proceeding is brought against Landlord by reason of any such occurrence, Tenant upon written notice from Landlord will without cost and expense to the Landlord resist and defend such action or proceeding or cause the same to be resisted and defended.

10. INSURANCE. Tenant will at its sole cost and expense provide and maintain insurance policies as hereinafter provided. All such insurance policies shall cover the interest as required or as insurable both Landlord and Tenant and the holder or Trustee under any mortgage provided for herein. All such policies shall be in responsible companies authorized to

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transact business in the State of Indiana and shall be subject to Landlord's reasonable approval. Premiums on all such policies shall be paid and receipts therefor delivered to Landlord upon its request. This Document is the property of the Lake County Recorder! Within Twenty (20) days prior to the expiration date of any policy hereinafter provided for, the Tenant shall deliver to Landlord a new or renewal policy in substitution therefor together with reasonable evidence of the payment of the premiums as required thereunder.

Landlord shall be under no obligation to present, prosecute, settle or adjust any claim or loss under any insurance policy, but Landlord will cooperate at Tenant's expense, in such presentation, prosecution, settlement or adjustment. In the event Tenant fails to obtain or to maintain during the term hereof any insurance as required hereunder, Landlord may, but need not, purchase such insurance for the account of Tenant and shall be entitled to recovery from Tenant of any premiums paid therefor or any expenses or fees incurred in connection therewith. All policies shall provide that there shall be no cancellations of any such policies until at least Ten (10) days after receipt by Landlord of notices to that effect. Said policies shall further provide by rider, if available without excessive charge to Tenant, that the losses shall be payable notwithstanding any act, omission or negligence of the Tenant which might otherwise result in forfeiture of issuance or cancellation of any such policy.

The insurance to be carried hereunder shall include the following:

- (a) General public liability and property damage liability insurance for personal injuries, sickness, death or damage or injury to property occurring upon, in,

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or about the demised premises or any building thereon in amounts customary and prudent from time to time during the term hereof for properties of this type but in at least the following amounts:

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\$2,000,000.00 respect of personal injuries or death in any one accident or occurrence;

\$500,000.00 for personal injuries or death of any one person;

\$50,000.00 for damage or injuries to or destruction of property in any one occurrence;

(b) Fire insurance together with loss because of fire, windstorm, explosion or other risks usually insured against under extended coverage policies in an amount of not less than Eighty Per Cent (80%) of the full insurable value of the improvements on the demised premises.

(c) Rent insurance in an amount at least equal to the annual rental for Two (2) years plus the annual real estate taxes and annual insurance premiums for the last Two (2) years required to be paid under the terms hereof. Rent insurance policies shall provide for monthly payments of loss to the Landlord to the extent of Tenant's monthly obligations hereunder.

(d) Such other insurable risks, including workmen's compensation liability, shall be covered as may be customary or prudent from time to time during the term hereof by owners of like property.

11. CARE OR PREMISES AND BUILDING. Tenant at its own cost and expense will take care of the demised premises and the buildings, parking lots, and other improvements thereon to keep the same in good order and condition and in compliance with relevant laws, regulations, and ordinances and insurance policies then in force, making all necessary and proper repairs or replacements, structural or non-structural, ordinary or extraordinary, as may be required from time to time.

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12. CURING DEFAULTS. In the event that either party hereto fails to perform any of its obligations hereunder or any obligation required by law, then the other party shall have the right, but shall not be required to do so, to make any payment or otherwise cure such default and the amount so paid and the cost of curing such default shall immediately be payable to the other party together with interest at the rate of Eight Per Cent (8%) per annum from the time that said payment of expense was incurred until the time it is paid.

13. CERTIFICATE OF NO DEFAULT. Upon request of either party hereto, the other party shall within Twenty-One (21) days furnish a Certificate to the other party so requesting or to a proper assignee, mortgagee, or tenant of the party so requesting, a Certificate to the effect that the party being requested knows of no condition or event that would constitute a default under the terms of this lease, if such stated facts be true, or if the said party knows of any such condition or event to specify the same to the best of his knowledge, information of belief.

14. COVENANT OF QUIET ENJOYMENT. As long as Tenant duly performs its obligations hereunder, it shall be entitled to quiet possession of the demised premises, subject to rights of condemnation of any government authority.

15. TENANT'S RIGHT TO SUBLET. Tenant may sublet all or any portion of the demised premises or the building thereon, provided that each and every such sublease shall be subject and subordinate to all of the provisions of this lease and all of the rights of the Landlord hereunder. Except for good cause, however, Landlord will execute on behalf of any such subtenant a non-disturbance or recognition agreement.

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16. TENANT'S RIGHT TO ASSIGN. In the event that Tenant is not in default hereunder, the Tenant may assign or transfer all of its right, title and interest to this lease, provided that such assignment shall be in writing duly acknowledged, between assignor and assignee in proper form for recording and that an original or photographed copy thereof shall be delivered to Landlord concurrently or promptly after the execution or effective date thereof. The assignee shall in such assignment or by separate instruments duly executed and acknowledged and in proper form for recording unconditionally assume all of the covenants, agreements and obligations of Tenant to occur thereafter. If the assignee is a Trustee, its liability on such assumption may be limited to it in its capacity as such Trustee and may be limited to enforcement against the assets in the trust estate.

17. INSPECTION BY LANDLORD. Tenant shall permit Landlord and its agents to enter into and upon said demised premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same on condition that Tenant's use of the same is not unreasonably interfered with.

18. MORTGAGE BY TENANT. The leasehold estate of Tenant may be mortgaged from time to time during the term of this lease to secure a loan made to Tenant. In this event, Tenant or the leasehold mortgagee or the holder of the note thereof shall notify Landlord of the placing of any such mortgage. In any event, it is agreed as follows:

- (a) The leasehold mortgagee shall have and be subrogated to any and all rights of the Tenant with respect to the curing of any

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default. In addition to any other right such leasehold mortgagee may have to maintain this lease free from default and in the meantime to foreclose its mortgage, such leasehold mortgagee, as to any default that may not be cured by the payment of money, and which requires entry upon the demised premises in order to be able to cure, shall have the right to extend the period of time for the curing of any such default for such additional period as, with all due diligence and in good faith, will enable such leasehold mortgagee to institute foreclosure proceedings, appoint a receiver for the purpose, among other things, of curing such default and to acquire by foreclosure Tenant's interest in this lease, to effect a removal of the Tenant from the demised premises, and, in the meantime, and at the earliest opportunity to cure such default provided the leasehold mortgagee shall so perform all the above acts. In the event the leasehold estate created by this lease shall have been duly acquired by such leasehold mortgagee or its nominee and if all defaults shall have been cured, then any default which the Tenant has failed to cure shall be deemed removed and the right of Landlord to serve notice of termination of this lease based upon Tenant's failure to cure timely any such default, shall be suspended for the sole benefit of such leasehold mortgagee and entirely eliminated as a result thereof.

- (b) Landlord shall give to such leasehold mortgagee a copy of any notice of default served upon Tenant. If Tenant shall have failed to cure such default within the time provided for in this lease, then the leasehold mortgagee shall have an additional Thirty (30) days within which to cure such default or if such default cannot be cured within that time, then within such Thirty (30) days the leasehold mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, in which events this lease shall not be terminated while such remedies are being so diligently pursued. Landlord will accept performance by any such leasehold mortgagee.
- (c) If the leasehold mortgagee is a savings bank, savings and loan association, commercial bank, trust company, insurance

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company, college, university, qualified real estate investment trust or pension fund or other similar lending institution, then if this lease be terminated for any reason while such mortgage is still in effect, landlord shall give immediate notice to the holder of such leasehold mortgage and within sixty (60) days after receipt of such notice, said leasehold mortgagee shall have the right to enter into a new lease wherein said leasehold mortgagee is the Tenant. Said new lease shall be for the remainder of the term of this lease and shall otherwise be upon the same terms and conditions as are set forth herein, provided, however, that as a condition to obtaining such lease the leasehold mortgagee must cure all defaults which can be cured by the payment of money and all defaults which exist as of the date of delivery of possession of the premises under the new lease.

- (d) In the event that Tenant, pursuant to mortgage or deed of trust, mortgages the leasehold estate of Tenant created hereby, the leasehold mortgagee shall in no event become personally liable to perform the obligations of Tenant under this lease unless and until said mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, assignment in lieu of foreclosure, or otherwise, and thereafter said leasehold mortgagee shall remain liable for such obligations only so long as such mortgagee remains the owner of the leasehold estate. If the leasehold mortgagee shall become the owner of the leasehold estate, it shall be entitled to all rights and privileges granted to Tenant pursuant to the provisions of this lease. Any purchase money mortgage delivered in connection with any assignment of this lease by such leasehold mortgagee shall be entitled to the benefit of all of the provisions of this lease with respect to a leasehold mortgage.
- (e) Upon request of any leasehold mortgagee which is a savings bank, savings and loan association, commercial bank, trust company, insurance company, college, university, qualified real estate investment trust or pension fund or other similar lending institution, Landlord shall and does hereby subordinate its interest in the demised premises and in this lease either by executing the leasehold mortgage or trust deed in the nature of such a leasehold mortgage

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or by executing a subordination agreement in form and substance as requested by such leasehold mortgagee; provided, however, that in such event, Landlord shall not be required to execute any note or bond evidencing the debt being secured thereby and shall not be liable, personally or as Trustee, to pay any sum for sums due under such note or bond or to perform any other obligation, covenant or agreement of the mortgagor thereunder, it being the intent that in executing such mortgage, trust deed or subordination agreement that Landlord is merely subordinating its title to the demised premises and in this lease to the lien of the leasehold mortgagee.

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19. NO MERGER. There shall be no merger of this lease, or of the leasehold estate created thereby, with the fee estate in and to the demised premises by reason of the fact that this lease, or the leasehold estate created thereby, or any interest in either thereof, may be held directly or indirectly by or for the account of any person who shall own the fee estate in and to the demised premises, or any portion thereof, and no such merger shall occur unless and until all persons at the time having any interest in the fee estate and all persons having any interest in this lease or the leasehold estate, including the leasehold mortgagee and the holder of any mortgage upon the fee estate in and to the demised premises, shall join in a written instrument affecting such merger.

20. APPROVAL BY FINANCIAL INSTITUTION. The provisions of this lease must be approved by the first financial institution which finances the buildings constructed or to be constructed on the demised premises and the financial institutions that provide long term loans secured by a leasehold mortgage on the demised premises. If any such institution should require as a condition of such financing any reasonable modification of the provisions of this lease to meet the established standards of such lender

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for leasehold mortgages (not including any changes in rent or the imposition of any liabilities against Landlord under the terms or provisions of the mortgage), Landlord will consent to such modification if he considers the modification to be reasonable. If Landlord should refuse to approve and execute any such reasonable modification, Tenant shall have the right by notice to Landlord to cancel this lease. Such notice shall be given within Thirty (30) days after Tenant is advised that Landlord refuses to approve and execute such reasonable modification.

21. CONDEMNATION. If during the term of this lease substantially all of the demised premises or such material portion thereof shall be so taken so that the premises can no longer be used economically for the purpose then in effect, then this lease shall terminate on the date of the vesting of title pursuant to such procedures. In the event of a taking by condemnation of less than the aforesaid amounts, then this lease shall continue in full force and effect.

The award or awards received pursuant to such condemnation shall be apportioned between Landlord and Tenant as follows:

- (a) Landlord - All amounts attributable to the value of the land as if unimproved and vacant but subject to the terms of this lease.
- (b) Tenant - The balance of the award.

In the event of such partial condemnation and continuance of the lease, then the annual rental payable under Paragraph 3 shall be reduced by the proportion equal to that portion of the land taken pursuant to such eminent domain proceedings compared to the total demised premises. There shall be no adjustment in this event for Landlord's share of the percentage rent.

If the parties hereto cannot agree on the division of said award or adjustment of the rental, then and in such event

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the matter shall be referred to arbitration pursuant to the rules of the American Arbitration Association, and the parties agree to be bound by such award.

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22. OPTION TO RENEW. Provided it is not in default at the time of the exercise of the option hereinafter referred to and at the termination of the initial term of this lease, Tenant shall have the right and option to renew this lease for an additional term of Fifty (50) years to commence on the 1st day of July, 2019, and terminating on the 30th day of June, 2069. Such renewal shall be in the same terms, rents and conditions as the other provisions of this lease, except that there shall be no additional option thereafter. Said option shall be exercised by written notice by the Tenant to the Landlord on or before July 1, 2018. If the option be so exercised, any reference in this lease thereafter to the "term" shall be deemed to mean the term for which the lease shall have been so renewed.

23. EVENTS OF DEFAULT. The happening of any one or more of the following events shall constitute an event of default hereunder by Tenant.

(1) Non-payment by Tenant when due of monthly rental and after such non-payment shall continue for a period of Thirty (30) days after notice; or

(2) Non-payment of additional or any other rental for a period of Thirty (30) days after written demand is made for such additional rental by Landlord to Tenant; or

(3) Non-observance or non-performance of any other covenant, obligation, condition or requirement imposed upon it by this lease and the continuation of

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such non-performance or non-observance for a period of Thirty (30) days after written notice thereof from Landlord to Tenant, except that in case of any default relating to the condition or maintenance of the Property there shall be excluded from the calculation of such period of Thirty (30) days, periods of unavoidable delays, including but not limited to delays due to strikes, acts of God, governmental restrictions, unavailability of labor or materials, enemy action, civil commotion, fire, unavoidable casualties or causes beyond the control of Lessee, and periods during which Tenant shall be diligently proceeding to cure such default to the end that it shall be cured expeditiously and without delay;

Then in any of such events, Landlord may:

(4) Cancel and terminate this lease by notifying Tenant of Landlord's election of this remedy and except as provided in Paragraph 18 upon the giving of such notice this lease will cease and terminate; or

(5) Landlord may by appropriate legal proceedings require Tenant specifically to perform its covenants and obligations hereunder; or

(6) Landlord may relet said premises or any part thereof as agent for Tenant and receive the rent therefor and Tenant shall pay to Landlord all Landlord's reasonable expenses in connection with such reletting, the expenses of keeping said premises in repair, brokerage commissions, concessions to tenants or any other expenses that Landlord may incur, and Tenant shall be liable for any deficiency, which deficiency may be recovered from time to time.

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(7) The remedies as given in this lease agreement to Landlord are cumulative and shall be in addition to all other remedies now and hereafter existing, whether in law, at equity, or by statute. No waiver by the Landlord of any default or breach of any covenant, condition or stipulation hereunder contained shall be regarded as a waiver of any subsequent default or breach of the same or of any other covenant, condition or stipulation hereof.

In the event of a default of Landlord or Tenant, the party causing such default shall pay upon demand all reasonable charges, costs and expenses, including but not limited to attorney's fees, brokers' fees, accounting expenses, etc., incurred by the party against whom such default shall occur in enforcing the obligations of the other party hereunder, whether such enforcement shall be by way of litigation, negotiation or by any other method.

24. NOTICES. All notices, requests or written communications which may or are required to be given under the terms of this lease, shall be in writing and shall be mailed or delivered to the parties hereto as follows by certified or registered mail with return receipt requested:

- (a) To the Landlord at 111 East 73rd Street, Merrillville, Indiana 46410, or at such other place as Landlord may from time to time designate in writing;
- (b) To the Tenant in care of Parco Investments, 104 North Franklin Street, Michigan City, Indiana 46360.
- (c) Upon request in writing of either party hereto, the other party shall be required to furnish to one additional person or entity at an address indicated in such notice, a copy of the notice, requests, or written communication.

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(d) Either party may change the address at which notice is to be sent at any time and from time to time.

Notices shall be deemed given for all purposes if the same be delivered in person or mailed by United States Certified or Registered Mail, return receipt requested, postage prepaid, at any post office, branch post office, post box or mail chute regularly maintained by or for the United States Government Post Office Department.

25. SUCCESSION. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives and successors and assigns.

26. LATE PAYMENTS. All amounts owed by Tenant to Landlord hereunder, for which the date of payment is not expressly fixed herein, shall be paid within Thirty (30) days from the date Landlord renders statements of account therefor and shall bear interest at the rate of Eight Per Cent (8%) per annum thereafter until paid.

27. CONSENTS. Neither party shall withhold or delay its consent or approval when requested hereunder, capriciously or without reason. If, within Thirty (30) days after either party has been requested to give its consent or approval such party has not either given its consent or approval or has advised the other party that it will not approve or consent and fails to state its reason therefor, then such consent or approval shall be conclusively presumed to have been given.

28. LIABILITIES OF TRUSTEE. This lease is being executed by the Tenant as Trustee under the terms of the afore-said land trust, and it is expressly understood and agreed by and between the parties hereto that none of the covenants,

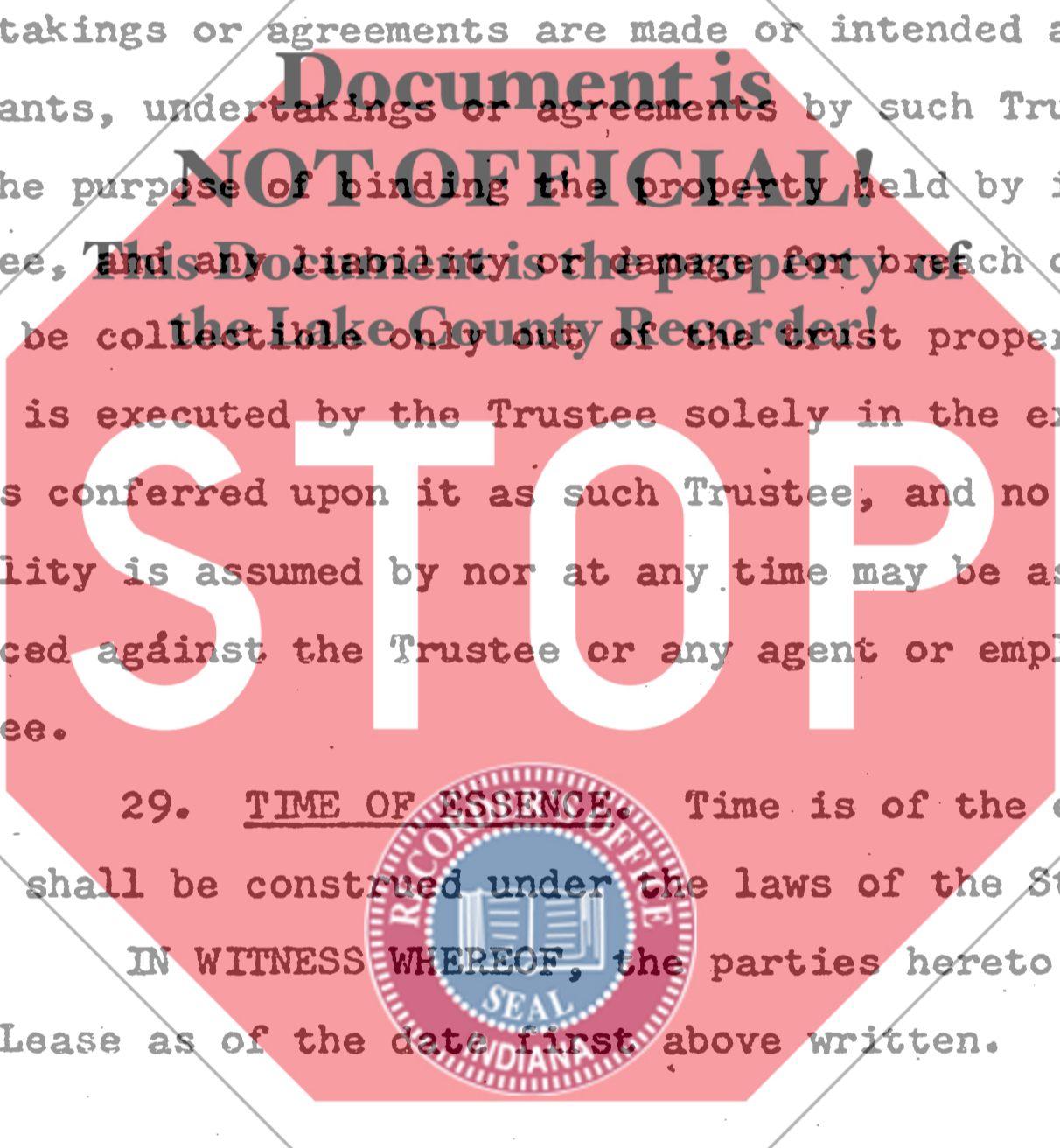
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undertakings or agreements are made or intended as personal covenants, undertakings or agreements by such Trustee, but are for the purpose of binding the property held by it as such Trustee, and any liability or damage for breach or non-performance shall be collectible only out of the trust property, and this lease is executed by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability is assumed by nor at any time may be asserted or enforced against the Trustee or any agent or employee of said Trustee.

29. TIME OF ESSENCE. Time is of the essence. This lease shall be construed under the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.



Olind Skinner
OLIND SKINNER, a widower and not remarried.

CITIZENS BANK OF MICHIGAN CITY, INDIANA, not individually but as Trustee under the provisions of a Trust Agreement dated the 5th day of May, 1970, and known as Trust Number 606.

By: *David H. Brubeck*
President
Trust Officer
David H. Brubeck

ATTEST:
Evelyn Breining
Secretary
Evelyn Breining
(Corporate Seal)



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STATE OF INDIANA)
COUNTY OF LaPorte) SS.

I, Dorothy Cordes, a Notary Public in and for the said state and county, duly commissioned and sworn, hereby certify that OLIND SKINNER, a widower and not remarried, this day appeared before me personally and acknowledged the execution of the foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of Sept., 1970.

Dorothy Cordes
Notary Public
Dorothy Cordes

My commission expires:
11/19/73

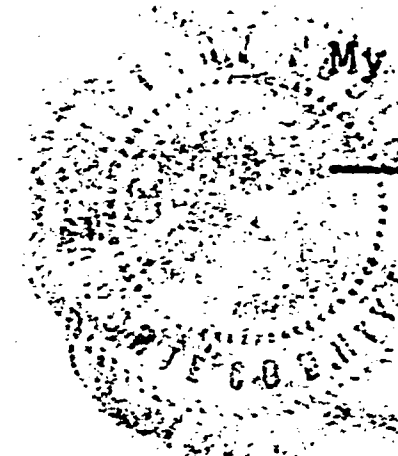
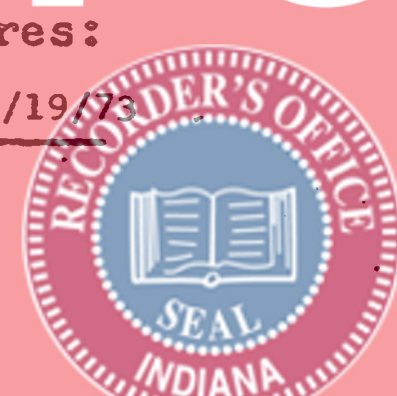
STATE OF INDIANA)
COUNTY OF LaPorte) SS.

I, Dorothy Cordes, a Notary Public in and for the said state and county, duly commissioned and sworn, hereby certify that on behalf of CITIZENS BANK OF MICHIGAN CITY, INDIANA, not individually but as Trustee under the provisions of a Trust Agreement dated the 5th day of May, 1970, and known as Trust Number 606, personally appeared before me David H. Brubeck, its Trust Officer President, and Evelyn Breining, its Asst. Cashier Secretary, respectively, and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of Sept., 1970

Dorothy Cordes
Notary Public
Dorothy Cordes

My commission expires:
11/19/73



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For Leasehold Tenure and other
agreement See Doc # 15 1908

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Document is

NOT OFFICIAL!

LEASE, dated the 27 day of June, 1970, by and between OLIND SKINNER, a widower and not remarried (hereinafter designated as "Landlord"), and CITIZENS BANK OF MICHIGAN CITY, INDIANA, not individually but as Trustee under the provisions of a Trust Agreement dated the 5th day of May, 1970, and known as Trust Number 606 (hereinafter designated as "Tenant").

1. GRANT. Landlord, in consideration of the rents hereinafter referred to and upon the covenants and conditions herein contained, hereby leases to Tenant, and Tenant rents from the Landlord the land in the City of Gary, Lake County, Indiana, described as follows:

Part of the Southwest quarter of Section 4, Township 36 North, Range 7 West of the 2nd P.M., described as follows: Commencing at a point on the North line of U.S. Highway No. 20 (100 feet wide) and 401.37 feet Southeasterly (measured along said Northerly line) of its intersection with the West line of the Southwest quarter of said Section 4; thence Southeasterly along said Northerly line of U.S. No. 20 a distance of 790 feet; thence North and parallel with the West line of the Southwest quarter of said Section 4 to the Southerly right of way line of the Baltimore and Ohio Railroad; thence Northwesterly along the Southerly right of way line of the Baltimore and Ohio Railroad a distance of 791.65 feet; thence South and parallel with the West line of the Southwest quarter of said Section 4 a distance of 882.78 feet to the place of beginning, all in the City of Gary, Lake County, Indiana,

together with all rights, privileges and easements appurtenant thereto (said land being sometimes hereinafter referred to as the "premises" or the "demised premises").

TO HAVE AND TO HOLD to the Tenant, its successors and assigns for a term of Forty-Nine (49) years, commencing on the 1st day of July 1970, and ending on the 30th day of June, 2019, unless extended or unless sooner terminated as hereinafter provided.

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