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SWORN STATEMENT OF INTENTION TO HOLD LIEN (NOTICE OF MECHANIC'S LIEN)

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To: Chessie System, 2 North Charles St., Maryland, Md. 21201

STATE OF Indiana OWNER'S NAME AND ADDRESS

This Document is the property of
the Lake County Recorder!

The undersigned, being first duly sworn, makes this sworn statement of intention to hold a lien upon the property described below and says that:

1. The undersigned G & M Wrecking Company INDIVIDUAL'S NAME

CORPORATE OFFICER'S NAME

ETC.

548 State, Calumet City, Ill.

intends to hold a lien on land commonly known as 6301-03 Calumet Avenue

STREET

Hammond, Indiana 46320

STATE

and legally described as follows:



SEE ATTACHED SHEETS

as well as on all buildings, other structures and improvements located thereon or connected therewith for work and labor done and for materials and machinery furnished by the undersigned in the erection, construction, altering, repairing and removing of said buildings, structures and improvements for such work and labor and for such materials and machinery.

2. The amount claimed under this statement is Three Thousand ----- Dollars (\$3,000.00).

3. The work and labor were done and the materials and machinery were furnished by the undersigned within the last sixty days.

X Gene Stoehr 548 State, Calumet City, Ill. 60409 CLAIMANT'S SIGNATURE CLAIMANT'S ADDRESS

Subscribed and sworn to before me, a notary public, by Gene Stoehr this 9th day of November, 1979. Witness my hand and notarial seal.

My commission expires: April 12, 1981

Mari B. Risch (Lake)
MARI B. RISCH PUBLIC

I hereby certify that I have this _____ day of _____ 19____ mailed a duplicate of this notice, first-class, postage prepaid, to the within named property owner at _____ (Latest address shown on tax records)

Recorder of _____ County

This instrument prepared by Stephen E. McIlwain, Attorney at Law.

Return to: City Attorney's Office, 5925 Calumet Av., Hammond, Indiana 46320

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588287

Williams & J. C.
Recorder

Chesapeake & Ohio RR Co 2933S f
Beckman Supply Co

THIS INDENTURE OF LEASE, made and entered into this 3rd day of February, A.D. 1923, between The Chesapeake and Ohio Railway Company, a corporation, Lessor, of the one part, and Beckman Supply Company, a corporation, Lessee, of the other part;

IT IS ESSETH. That the said lessor doth hereby grant, demise and lease unto the said lessee the following described lot or parcel of land at Hammond, Lake County, Indiana:

Beginning at the intersection of the center line of Kenwood Avenue with the east line of Calumet Avenue; thence east along the center line of Kenwood Avenue 211 feet to a point; thence southeasterly, 71 feet from and parallel to the right of way line running properties of The Chesapeake and Ohio Railway Company from those of the Chicago & Erie Railroad Company, 677 feet to a point; thence southwesterly 211 feet to a point in the south right of way line, said point being at the intersection of the north line of a 20 foot alley with the center line of Woodward Avenue; thence the property of a curve to the left along said north alley line 259 feet to a point in the east line of Calumet Avenue; thence north along the east line of Calumet Avenue 211 feet to the point of beginning, and containing 4.072 acres; being more particularly indicated by red boundary lines on blue print annex hereto attached, marked for identification, Drawing No. A-571.

Reserving, however, to the lessor, the right to use jointly with lessee one spur track or siding that is to be maintained by the lessee through the property herein leased for the purpose of having a continuous track from Woodward Avenue to Monon Crossing - so long as the Railway Company holds title to the right of way it now owns between Calumet Avenue and Monon Crossing.

A. Said lessor covenants and agrees.

1. That said lessee shall have quiet enjoyment of said lot of land, subject, however, to all the conditions of this lease.

2. That said lessee shall have the right to use said lot of land for the purpose of locating thereon a supply yard, warehouses and apprentices, and for no other purpose, and to maintain, erect, place, or have placed, on said lot, nothing except the buildings, constructions, appliances and facilities necessary and advisable for conducting such business.

B. Said lessee covenants and agrees.

1. That it will well and truly pay to the said lessor the rent of One Thousand, Two Hundred Dollars (\$1200.00) per annum, in equal monthly installments of One Hundred Dollars (\$100.00) each, in advance, during the first ten (10) years of this lease, to-wit: January 1st, 1923 to December 31st, 1932; and that it will pay to the said lessor the rent of One Thousand Eight Hundred Dollars (\$1800.00) per annum, in equal monthly installments of One Hundred and Fifty Dollars (\$150.00) each, in advance, during the second ten (10) years of this lease, to-wit: January 1st, 1933 to December 31st, 1942.

2. That it will not assign or sublet this lease or any portion thereof without leave in writing first obtained from the lessor.

3. That it will pay all taxes, dues and assessments upon all improvements placed by it upon the leased premises during the continuance of this lease.

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6. That it will prevent any animals, vehicles or persons, owned, used or employed by it, from trespassing on the tracks or property of the lessor in joint to conducting the business of said premises for the conducting or in connection with the transaction of the business of said lessee.

7. That it will save and hold said lessor harmless from any and all claims for injuries resulting in any kind to the property, operations or interests of said lessee located or conducted on said lot of land caused by fire from locomotives or other causes, or by the operation of any locomotive or cars by the lessor, or for damage to person or property arising from any other cause whatsoever.

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business in violation of any federal, state or municipal law, and that it will keep, in such condition as the Board of Health or other lawfully constituted authority may require, free of all cost to said lessor, and in accordance with the rules and regulations of the National Board of Fire Underwriters.

8. That any improvements erected by it upon the demised premises shall be constructed and maintained according to the reasonable requirements and subject to the approval of the said lessor.

9. That the officers, servants, agents and employees of the lessor shall have access at all times to the demised premises for the purpose of inspection and examination of the demised premises and of the improvements erected thereon.

10. That it shall not be necessary for said lessor to provide any crossing over its tracks or any other means of ingress and egress to or from the leased premises.

11. That it shall not be necessary for said lessor to provide any crossing over its tracks or any other means of ingress and egress to or from the leased premises.

12. That said lessor may terminate this lease and re-enter at any time for thirty (30) days default in the payment of any instalment of rent as above provided, or for the breach of any covenant herein contained; and said lessee hereby expressly waives and agrees to dispense with any further notice in writing required by any statute.

C. It is mutually understood and agreed between the parties hereto.

13. That the term of this agreement shall be twenty (20) years from January 1st, 1923, to-wit: until December 31st, 1947. In the event the property herein leased shall become necessary for railroad purposes, the lessor shall have the right to terminate this lease at any time during said term, upon giving the said lessee three (3) months written notice of its intention so to do. The lessee shall have the right to terminate this lease at any time after January 1, 1933, upon giving to the lessor three (3) months written notice of its intention so to do.

14. That should the lessor exercise its rights to terminate this lease, as hereinabove provided, then and in that event, but not else, the lessor shall purchase the improvements, buildings, warehouses, structures and fixtures erected by the lessee upon said demised premises at the maximum original valuation, not exceeding Fifty Thousand Dollars (\$50,000.00), less a deduction for depreciation at the rate of four per cent (4%) per annum from the date of their installation.

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12. That said lessor may terminate this lease and re-enter at any time for thirty (30) days default in the payment of any instalment of rent as above provided, or for the breach of any covenant herein contained; and said lessee hereof expressly waives and agrees to dispense with any further notice in writing required by any statute.

13. It is mutually understood and agreed between the parties hereto,

13. That the term of this agreement shall be twenty (20) years from January 1st, 1923, to-wit: until December 31st, 1947. In the event the property herein leased shall become necessary for railroad purposes, the lessor shall have the right to terminate this lease at any time during said term, upon giving the said lessee three (3) months written notice of its intention so to do. The lessee shall have the right to terminate this lease at any time after January 1, 1933, upon giving to the lessor three (3) months written notice of its intention so to do.

14. That should the lessor exercise its rights to terminate this lease, as hereinabove provided, then and in that event, but not else, the lessor shall purchase the improvements, buildings, warehouses, structures and fixtures erected by the lessee upon said leased premises at the maximum original valuation, not exceeding Fifty Thousand Dollars (\$50,000.00), less a deduction for depreciation at the rate of four per cent (4%) per annum from the date of their installation or completion to the date such termination occurs effective; the lessee shall furnish the lessor, within three (3) months of completion thereof, duplicate received bills for labor and material, duly certified by affidavit, showing the cost of all improvements, buildings, warehouses, structures and fixtures erected by the lessee upon the premises, to be by the said party of the first part delivered to its Assistant Secretary and to be by him preserved along with and attached to the original of this agreement; provided, however, that failure of the lessee to furnish such received bills duly certified as aforesaid within the time specified, shall relieve the lessor from its obligation to purchase said improvements, buildings, warehouses, structures and fixtures upon the termination of this contract as hereinabove set forth.

IN WITNESS WHEREOF, said The Chesapeake and Ohio Railway Company has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed by F.M. Whiteker, its Vice President, therunto duly authorized, and the said Beckman Supply Company has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed by E.A. Beckman, its President, therunto duly authorized, all upon the day and year first above written.

(Corporate Seal)

Approved as to form
H.T.J.

Gen'l. S-lcitor.
(Corporate Seal)

State of Virginia
City of Richmond } to-wit:

Before me, the undersigned a Notary Public in and for said City and State personally appeared F.M. Whiteker, the Vice President of The Chesapeake and Ohio Railway Company, party of the first part in the above and foregoing lease, and acknowledged the execution of the same for and on behalf of said The Chesapeake and

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,
By F.M. Whiteker, Vice President.
Attest: C.C. McHie, Asst. Secretary.

BECKMAN SUPPLY COMPANY,
By M.R. Beckman, President.
Attest: J.W. Beckman, Secretary.

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Ben. J. Sillito,
Solicitor.
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the Lake County Recorder!

State of Virginia }
City of Richmond } to-wit:
Before me, the undersigned a Notary Public in and for said City and State
personally appeared F.M. Whitaker, the Vice President of The Chesapeake and Ohio
Railway Company, party of the first part in the above and foregoing lease, and
acknowledged the execution of the same for and on behalf of said The Chesapeake and
Ohio Railway Company.

Witness my hand and Notarial Seal this 3rd day of February, 1925.
My commission expires on the 5th day of April, 1926.

(SSAL) A.H. Lane, Notary Public.



State of Indiana }
County of Lake } ss
Before me, the undersigned, a Notary Public in and for said County and State,
personally appeared W.R. Beckman, the President of the Beckman Supply Company, party
of the second part in the above and foregoing lease, and acknowledged the execution
of the same for and on behalf of the said Beckman Supply Company.
Witness my hand and Notarial Seal this 17th day of January 1925.
My commission expires on the 26th day of June, 1925.

(SSL) Edna Kolo, Notary Public.

Filed Feb. 15, 1925 at 11:30 A.M.

William C. Ross
Recorder

at Secretarial to be by him preserved clean, fit and in good condition of
this agreement; provided, however, that failure of the lessee to furnish such
received bills duly certified as aforesaid within the time specified, shall relieve
the lessor from its obligation to purchase said improvements, buildings, machinery,
structures and fixtures upon the termination of this contract as hereinabove set
forth.

IN WITNESS WHEREOF, said The Chesapeake and Ohio Railway Company has caused its
corporate name to be hereunto signed and its corporate seal to be hereunto affixed
by F.M. Whitaker, its Vice President, thereto duly authorized, and the said Beckman
Supply Company has caused its corporate name to be hereunto signed and its corporate
seal to be hereunto affixed by E.R. Beckman, its President, thereto duly authorized,
all upon the day and year first above written.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,
By F.M. Whitaker, Vice President.
Attest: C.C. McHie, Asst. Secretary.

BECKMAN SUPPLY COMPANY,
By M.R. Beckman, President.
Attest: J.W. Beckman, Secretary.