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583287

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

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

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STATE OF Indiana COUNTY OF Lake SS:

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 (CORPORATE OFFICER'S NAME) 548 State, Calumet City, Ill.

intends to hold a lien on land commonly known as 6301-03 Calumet Avenue Hammond, Indiana 46320

and legally described as follows:

SEE ATTACHED SHEETS



MAY 5 11 01 AM '81

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 [Signature] 548 State, Calumet City, Ill. 60409

Subscribed and sworn to before me, a notary public, by Gene Stoehr this 9th day of November 19 79. Witness my hand and notarial seal.

My commission expires: April 12, 1981

[Signature] Mari B. Kirby PUBLIC (Lake)

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

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

7. That it will give and hold said lessor harmless from any and all claims for injuries of 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 sources, 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.

8. That it will not contract or allow to be conducted on said premises any business in violation of any federal, state or municipal law, and that it will keep said premises and any improvements that may hereafter be erected on said premises 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.

9. 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.

10. That the officers, servants, agents and employes 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.

11. That it shall not be necessary for said lessor to provide any crossing over its tracks or by 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 installment 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, 1928, 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 installment 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.

13. That the term of this agreement shall be twenty (20) years from January 1st, 1925, to-wit: until December 31st, 1947. In the event the property herein devised 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, 1925, 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 hereinafore 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 devised premises at the maximum original valuation, not exceeding Fifty (50) Dollars (\$50.00), 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 becomes effective; the lessee shall furnish the lessor, within three (3) months of the completion thereof, duplicate receipted 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 devised 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 receipted 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 hereinafore 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, thereunto 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, thereunto duly authorized, all upon the day and year first above written.

Approved as to form
H.T.J.
Gen'l. Solicitor.
(Corporate Seal)

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.

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.



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and Secretary and to be by him preserved along with and a Secret to the original of this agreement; provided, however, that failure of the lessee to furnish such receipted 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. Whitaker, its Vice President, thereunto 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, thereunto duly authorized, all upon the day and year first above written.

(Corporate Seal)

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.

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Gen'l. Solicitor.

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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, 1923.
My commission expires on the 4th day of April, 1923.

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

State of Indiana)
County of Lake)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared E.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 1923.
My commission expires on the 26th day of June, 1923.

(SEAL) Edna Malo, Notary Public.

Filed Feb. 15, 1923 at 11.30 A.M.

William C. Ross
Recorder