

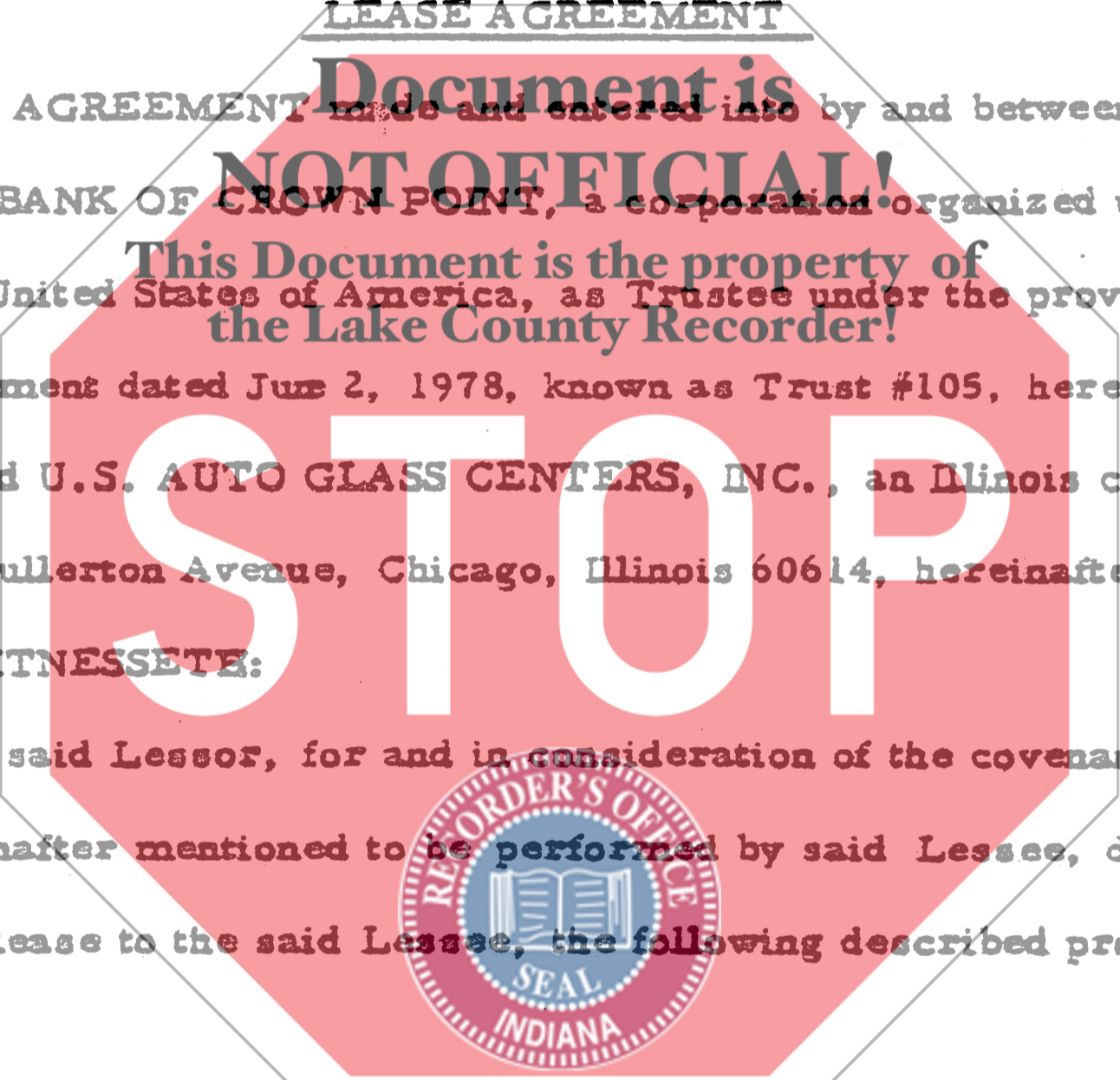
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William J. Regan
6 East 67th Ave
Merrillville, IN

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LEASE AGREEMENT

THIS AGREEMENT made and entered into by and between the FIRST NATIONAL BANK OF CROWN POINT, a corporation organized under the laws of the United States of America, as Trustee under the provisions of a Trust Agreement dated June 2, 1978, known as Trust #105, hereinafter called LESSOR, and U.S. AUTO GLASS CENTERS, INC., an Illinois corporation, 1880 West Fullerton Avenue, Chicago, Illinois 60614, hereinafter called LESSEE, WITNESSETH:



That said Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be performed by said Lessee, does hereby demise and lease to the said Lessee, the following described property, to-wit:

The storefront 50' x 90', hereinafter called the demised premises, measured along the East side of said building from the front thereof, which faces south and is located at 2914 East 83rd Place Merrillville, Lake County, Indiana,

STATE OF INDIANA
EAST COUNTY
FILED FOR RECORD
MAY 7 11 35 AM '80
WILLIAM WELLS JR
RECORDER

to have and to hold the said premises for a term of five (5) years, commencing on the 1st day of May, 1980, and terminating on the 30th day of April, 1985.

1. Lessee shall pay to Lessor as rent for said premises, the sum of Eighty-four Thousand Dollars (\$84,000.00), payable in sixty (60) installments, one installment per month in the amount of One Thousand, Four Hundred Dollars (\$1,400.00).
2. Said installments shall be paid in advance on the 1st day of each month and shall be made to Charles and Dorothy Lennertz at 2910 East 83rd Place Merrillville, Indiana, or at such other place as Lessor may designate.
3. Lessor will provide parking facilities fifty feet (50') by fifty feet (50') in the rear of the demised premises for the parking of automobiles of employees of Lessee. Lessor will also provide parking facilities in front of the demises premises for customers of the Lessee.

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4. Lessee has examined said demised premises and has received the same in good order and repair and agrees to keep said premises in good repair at its own expense and agrees to provide all necessary janitor and scavenger services at its own expense; and further agrees to keep said premises in a clean and attractive condition during the term of the lease. No representation, except such as are contained herein or endorsed hereon, have been made to Lessee respecting the condition of said premises. The taking of said premises by the Lessee shall be conclusive evidence as against the Lessee that said premises were in good and satisfactory condition when possession of the same was taken; and the Lessee will, at the termination of this lease by lapse of time or otherwise, return said premises to the Lessor in as good condition as when received, loss by fire not due to the fault of the Lessee and ordinary wear and tear excepted.

5. All repairs and up-keep of the interior, including garage doors and motors, and excepting plumbing and heating equipment, windows of the demised premises, shall be at the cost and expense of the Lessee; all repairs of plumbing, heating and air-conditioning, and exterior doors and up-keep of the roof and outside maintenance, including snow removal, shall be at the cost and expense of the Lessor. Lessor will also be responsible for and pay all real estate taxes assessed against the demised premises.

6. Lessee agrees to pay all charges for utilities required by Lessee in connection with the demises premises, including air-conditioning and heating charges. Lessor will be responsible for and pay the water charges.

7. Nothing in this lease contained shall be construed to authorize Lessee to do any act or make any contract so as to create any mechanics or materialmen's lien or any other lien, claim or encumbrances whatsoever on the premises hereby demised and the Lessee further covenants and agrees to indemnify and keep the Lessor harmless of any expense or damage whatsoever occasioned by Lessee's noncompliance of this provision.

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8. Notice is hereby given that no mechanic's lien or other liens shall in any manner or degree affect the interest of the Lessor in the demised premises, and that no mechanic's lien or other liens shall in any manner or degree attach to said real estate and improvements.
9. Lessee shall not assign this lease nor any interest hereunder and shall not sublet said premises or any part thereof, nor permit the use of said premises by any parties other than the Lessee and the agents and servants of the Lessee, except with the expressed consent of the Lessor. Such consent, if given, shall not relieve the Lessee from further liability on this lease nor shall it waive this provision.
10. Lessee agrees to hold Lessor harmless from any claims or suits arising from accidents of any nature whatsoever in or about the demised premises and agrees to provide Lessor with a suitable public liability insurance policy in which Lessor is named as additional insured in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) public liability for each person, and Three Hundred Thousand Dollars (\$300,000.00) total for each accident, and Fifty Thousand Dollars (\$50,000.00) property damage. The insurance to be furnished by Lessee will be in a form acceptable to the Lessor and each policy is to be delivered to the Lessor for inspection within twenty (20) days after the signing and execution of this lease. Lessee agrees to pay all premiums promptly. Lessee agrees to furnish a renewal policy not less than ten (10) days prior to the date of expiration of any policy. On default of Lessee, Lessor may procure and pay for insurance and recover any amount paid as so much additional rent which shall be due and payable on demand of Lessor.

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11. In the event Lessee shall default in the payment of rent hereby reserved, or in case Lessee shall make any other default in any of the covenants or conditions of this Lease, and if such default continues after ten (10) days notice in writing, given by Lessor to the Lessee, Lessor may, at its option, without further notice to the Lessee or to any other person, terminate this Lease and upon termination of said lease by lapse of time or otherwise hereunder, the Lessee shall at once surrender possession of the demised premises and Lessor shall repossess itself hereof as of its former estate, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass or forcible entry and detainer, and the Lessee agrees, as hereinabove stipulated, that the breach of any of said covenants shall constitute by itself, a forcible detainer by the Lessee of said premises. No receipt of money by Lessor from Lessee after the termination of this lease shall reconstitute, continue, or extend the term of this lease.

12. If the Lessee shall abandon or vacate said premises before the end of the term, or any other event happen entitling Lessor to take possession thereof, Lessor may take possession of the premises and relet the same without such action being deemed an acceptance or a surrender of this lease, or in any way terminate the Lessee's liability hereunder, and the Lessee shall remain liable to pay the rent herein reserved, less the net amount realized from such reletting, after deduction of any expenses incident to such repossession and reletting.

13. Lessee will pay all attorney fees and expenses of Lessor incurred in enforcing any of the obligations of Lessee under this lease, or incurred in any litigation or negotiations in which the Lessor shall, without fault, become involved through or on account of this lease, or incurred because of

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any breach of any covenant of this lease by Lessee or because of any act or omission of the Lessee.

14. It is hereby mutually agreed that in the event said premises are damaged or destroyed by fire or other elements, so as to render the same wholly unfit for occupancy and use thereof by Lessee, then this lease shall terminate. If such damage render said premises only partially unfit for such occupancy and use, then the Lessor shall within a reasonable time, restore said premises to such tenable condition as it may have been prior thereto, and rental shall continue to be payable in an amount in proportion to the amount of the demised premises used by the Lessee.

15. Lessor shall have the right to enter the demised premises at all reasonable hours for the purpose of making any repairs, alterations or additions which it deems shall be necessary for the safety, preservation or improvement of said premises or the building.

16. Lessee shall promptly correct or eliminate any condition of the said premises which violates any law or ordinance of this State, County, and the Town in which the demised premises are located, or any other rules or regulations of their respective departments or bureaus.

17. The covenants and agreements contained in the foregoing lease are binding upon the parties hereto, their respective heirs, executors, administrators, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Instrument this 1st day of MAY, 1980.

Charles Lennertz
Charles Lennertz
Dorothy Lennertz
Dorothy Lennertz

by

FIRST NATIONAL BANK OF CROWN POINT
a corporation organized under the laws of the
United States of America
J. R. Ellsworth
J. R. ELLSWORTH, PRESIDENT Vice-President
LESSOR

ATTEST:

by

V.P.
LESSEE

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STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

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Before me, a Notary Public in and for and a resident of said County and state, personally appeared _____, being the President of the First National Bank of Crown Point, who acknowledged the execution of the foregoing Lease for and on behalf of Lessor.

WITNESS my hand and Notarial Seal this 2nd day of MAY, 1980.

My commission expires: February 9, 1984

Wm J. Regan
Wm J. Regan NOTARY PUBLIC

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)



On this 9th day of May, 1980, before me, the undersigned Notary Public, in and for and a resident of said County and State, personally appeared Edward J. Chaska known to me to be the V. Pres known to me to be the _____ of U. S. AUTO GLASS CENTERS, INC., an Illinois corporation, and acknowledged the execution of the within Lease as a free and voluntary act of the corporation and as their free and voluntary act and deed.

My commission expires: March 9, 1982

Bernice Bamberg
Bernice Bamberg Notary Public

THIS INSTRUMENT PREPARED BY: WM J. REGAN, Attorney at Law
Six East 67th Avenue
Merrillville, Indiana 46410

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for and a resident of said County and State, personally appeared Charles Lennertz and Dorothy Lennertz, and acknowledged the execution of the foregoing Instrument as their free and voluntary act and deed, this 2nd day of May, 1980.

My commission expires: March 7, 1982

Bernice Bamberg
Bernice Bamberg Notary Public