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*Daniel Kwiatkowski
575 Virginia Ave
Schererville 46375*

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REAL ESTATE LEASE

THIS AGREEMENT, made and entered into by and between DANIEL L. KWIATKOWSKI (hereinafter called Lessor), and KWIATKOWSKI MASONRY, INC. (hereinafter called Lessee),

WITNESSETH:

LESSOR, in consideration of the rents and covenants herein contained, does hereby lease to LESSEE the following described real estate in the Town of St. John, County of Lake and State of Indiana, to-wit:

That part of Lot 2 in Kwiatkowski Addition to the Town of St. John, as recorded in the plat thereof in the Office of the Recorder of Lake County, Indiana, upon which Lessee has constructed a 40' x 80' garage, including the driveway and the area immediately surrounding said garage for a minimum distance of fifty feet (50'), and also including a right of ingress and egress along the existing drive from the public roadway to the garage all purposes connected with the use and enjoyment of the leased premises as described in Exhibit "A" attached hereto and made a part hereof, and more commonly described as 8815 W. 93rd Avenue,

WILLIAM BIELSKI JR
RECORDER
DECEMBER

to have and to hold unto said Lessee for a term of ninety-nine (99) years beginning on the 1st day of January, 1978, and ending on the 31st day of December, 2078; and in consideration therefore Lessee does agree to pay rental in the amount of One Hundred (\$100.00) Dollars per year, the first payment being due and payable on the 31st day of December, 1979, and a like sum on the 31st day of each year thereafter during the term of this lease, with interest at the rate of eight per cent (8%) per annum upon each installment after the same becomes due, and with attorney fees in the event of default. All sums due from Lessee hereunder shall be payable without relief from valuation or appraisal laws at the Town of St. John, State of Indiana, or such other place as Lessor may designate in writing.

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USE OF PREMISES

The Lessee has, at its own expense, erected upon the premises a building of masonry construction approximately 40' x 80', which building shall remain the property of Lessee, and Lessee does covenant and agree that said premises shall be used for the following purposes, to include, but not be limited to: the storage, maintenance and repair of vehicles, machinery and equipment, and the storage of materials used in Lessee's business.

LESSEE TO MAINTAIN PREMISES

Lessee shall keep the said premises in a clean, sightly and healthful condition, and keep all structural portions of the said premises, including foundations, walls, floors, stairways, roof and exterior portions thereof, in good repair and order, all at its own expense. If, however, the said premises shall not thus be kept in good repair and in a clean, sightly and healthful condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the premises by Lessee, and Lessor may replace the same, in the same condition of repair, sightliness, healthfulness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the premises in that condition. Lessee shall not permit any waste or misuse of the premises.

FURTHER COVENANTS OF LESSEE

Lessee does further covenant and agree that, it will pay all bills and charges for water, sewage, gas, electric current, and heating costs, which may be assessed or charged against the occupant of said premises during said term or any extension thereof; that it will not use or occupy said premises for any unlawful

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purpose; that it will not use or permit the leased premises to be used in violation of any law, order or regulation of any governmental authority relating to the use or occupancy of said premises; that it will make no external alterations or additions to said premises without the written consent of said Lessor; that it will permit said Lessor, or his agents, to enter upon said premises at all reasonable times, to examine the condition thereof; and that it will not assign this lease or underlet said premises, nor any part thereof, without the written consent of Lessor. The Lessee shall pay and discharge all existing and future taxes, assessments, duties, impositions and burdens assessed, charged or imposed upon the premises, or any erections thereon, or upon the owner or occupier in respect thereof, and shall not cause the premises, or any erection or improvements thereon, to become subject to any lien or encumbrance whatsoever, other than a mortgage as hereinafter provided, and shall indemnify the Lessor against all such liens, charges and encumbrances.

COVENANTS OF LESSOR

Lessor, for himself, and for his heirs and assigns, hereby covenants and agrees with Lessee that said Lessee, paying the rents, and keeping and performing the covenants of this lease on his part to be kept and performed, shall peaceably and quietly hold, occupy and enjoy said premises during said term, without any hindrance or molestation by Lessor or any person or persons lawfully claiming under him.

REMEDIES OF LESSOR

If said rent, or any part thereof, shall at any time be in arrears and unpaid, and without any demand being made therefor, or if said Lessee, or its assigns, shall fail to keep and perform any of the covenants, agreements or conditions of this lease, on its part to be kept and performed, and such default is not cured

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within 30 days after written notice from Lessor setting forth the nature of such default, or if said Lessee shall be adjudged a bankrupt, or shall make an assignment for the benefit of creditors, or if the interest of said Lessee hereunder shall be sold under execution or other legal process, or if Lessee shall file a voluntary petition in bankruptcy, or shall be placed in the hands of a receiver, it shall be lawful for Lessor, his heirs or assigns without notice or process of law, to enter into said premises, and again have, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said Lessor to be done and performed shall cease, terminate and be utterly void, all at the election of Lessor; without prejudice, however, to the right of the Lessor to recover from said Lessee, or assigns all rent due up to the time of such entry. In case of any such default and entry by Lessor, Lessor may relet said premises for the remainder of said term for the highest rent obtainable and may recover from Lessee any deficiency between the amount so obtained, and the rent hereinabove reserved. Failure on the part of Lessor to avail himself of any right or remedy hereunder shall not constitute a waiver thereof as to any future default or breach by Lessee, or its assigns.

RISK OF LOSS

In case any building on said premises, or any substantial part of said premises, without any fault or neglect of either party, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, then this lease may be cancelled or terminated by either party at their election.

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LESSOR MAY MORTGAGE PREMISES

The Lessor may at any time mortgage the demised premises, or any part thereof, and this lease shall be subordinate to the lien of any such mortgage; and Lessee agrees to execute any documents which may be required by any lending institution for the purpose of such a subordination; provided, however, that any such mortgage shall be required to give notice of any default to Lessee and Lessee shall have the opportunity to correct any such default and to credit the same against all sums due and to become due under this lease, and to recover from Lessor the excess of such cost over said sums.

NOTICES

Any notice to be given under this lease shall be made in person or by certified mail to Lessor at 8815 W. 93rd Avenue, St. John, Indiana, and to Lessee at 505 Virginia Lane, Schererville, Indiana, or to such other address as may be given by either party in writing, in person or by certified mail. Notice, if made by certified mail, shall be deemed given on the date of postmark.

ADDITIONAL COVENANTS

The parties further agree, each with the other, as follows:

1. The Lessee shall keep the buildings and improvements upon the premises insured against loss or damage by fire for their full insurable value, in companies satisfactory to the Lessor, and shall pay all the premiums necessary for those purposes immediately as they become due.

2. The Lessee shall indemnify the Lessor against all costs and expenses, including counsel fees, lawfully and reasonably incurred in or about the premises, or in the defense of any action or proceeding, or in discharging the premises from any charge, lien or encumbrance, or in obtaining possession after default of the Lessee or the termination of this lease.

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3. The annual rental shall continue for the first five years, and thereafter shall be in an amount as the parties shall determine for each successive like period.

4. It is agreed that if the Lessor, his heirs, personal representatives, or assigns, should desire to sell said premises, then the Lessee, its agents or assigns, shall have the first opportunity to purchase the same, provided that Lessor and Lessee can agree on the terms and conditions of said purchase and the purchase price for the premises. If the Lessor, his heirs, personal representatives or assigns, desires to sell said premises he will immediately notify the Lessee in writing of his intention to do so. The Lessee shall have ten (10) days from the receipt of said notice to notify the Lessor, in writing, of his intention to purchase, and Lessee shall have thirty (30) days from the receipt of said notice from Lessor of his intention to sell, in which to agree with Lessor on the terms, conditions, and purchase price of said sale. If no notice is received by Lessor from Lessee by the expiration of said ten (10) day period, or if agreement is not reached upon the terms, conditions and purchase price of said sale within said thirty (30) day period, then Lessor shall have the right to offer said premises to the general public for sale. It is further agreed that the purchase price asked for by seller shall be a fair, and reasonable amount in line with the real estate market at that time.

This lease, and the covenants herein contained, shall extend to and be binding upon the heirs, executors and assigns of the parties to this lease.

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IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 8th day of November, 1979.

KWIATKOWSKI MASONRY, INC.

By: Dennis J. Kwiatkowski (Seal) Daniel L. Kwiatkowski (Seal)
President DANIEL L. KWIATKOWSKI
(Lessee) (Lessor)

Attest: Dennis J. Kwiatkowski (Seal)
Secretary
(Lessee)

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for said County and State, on this 8th day of November, 1979, personally appeared KWIATKOWSKI MASONRY, INC., by DENNIS J. KWIATKOWSKI and HAZEL J. KWIATKOWSKI, its President and Secretary, and each acknowledged the execution of the above and foregoing Lease to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:

3-19-82
County of Residence: Lake

Nancy L. Kwiatkowski
Nancy L. Kwiatkowski
Notary Public

STATE OF INDIANA)
COUNTY OF LAKE) SS:

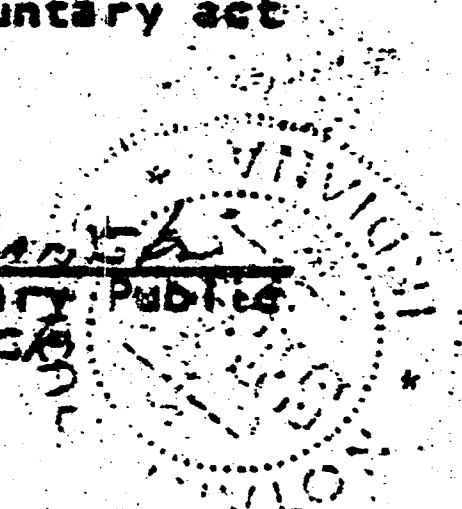
Before me, a Notary Public in and for said County and State, personally appeared DANIEL L. KWIATKOWSKI and acknowledged the execution of the above and foregoing Lease to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:

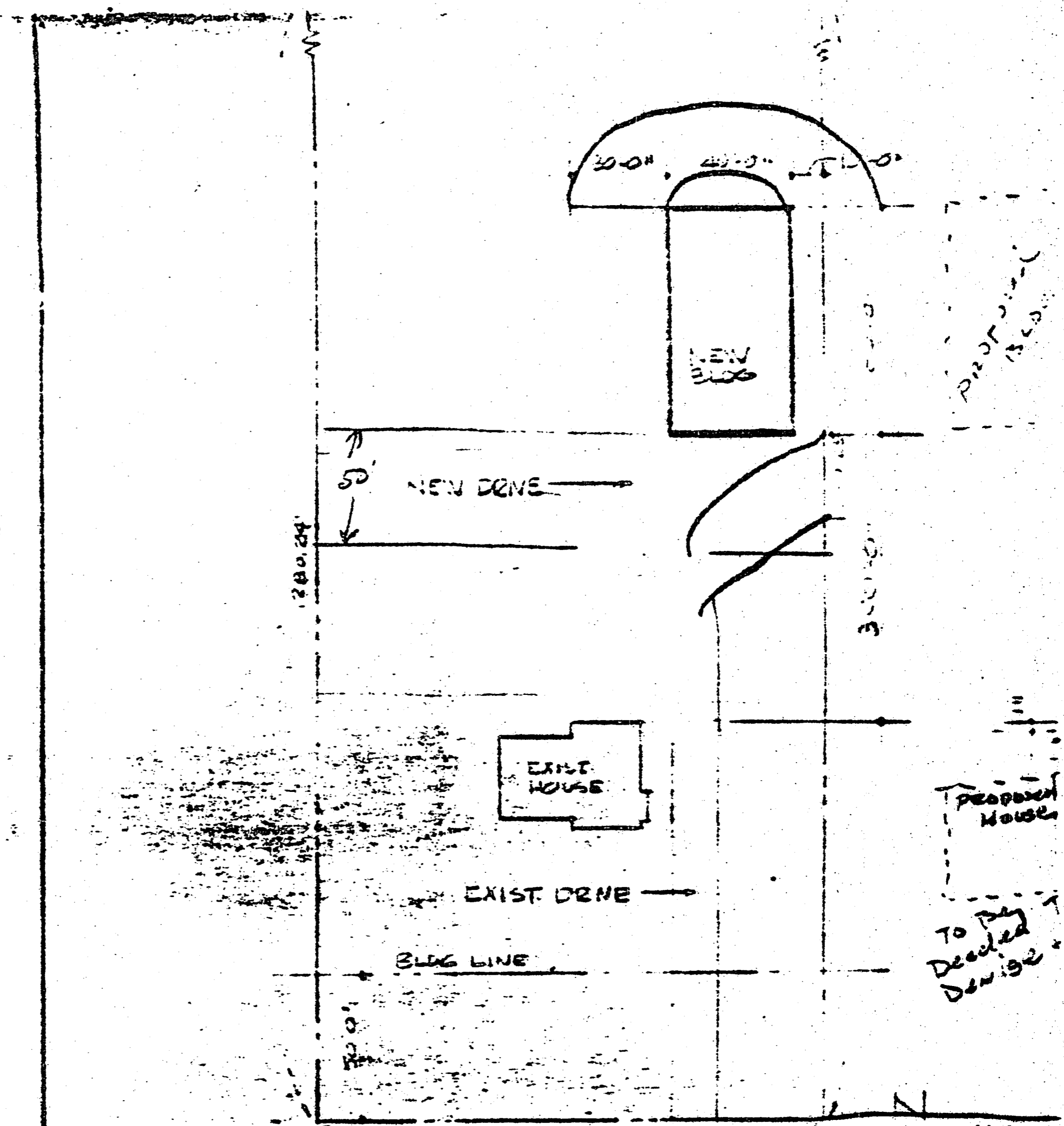
3-19-82
County of Residence: Lake

Nancy L. Kwiatkowski
Nancy L. Kwiatkowski
Notary Public



This instrument prepared by: JEROME M. GARDBERG, Attorney at Law
53 Muenich Court, Hammond, IN 46320

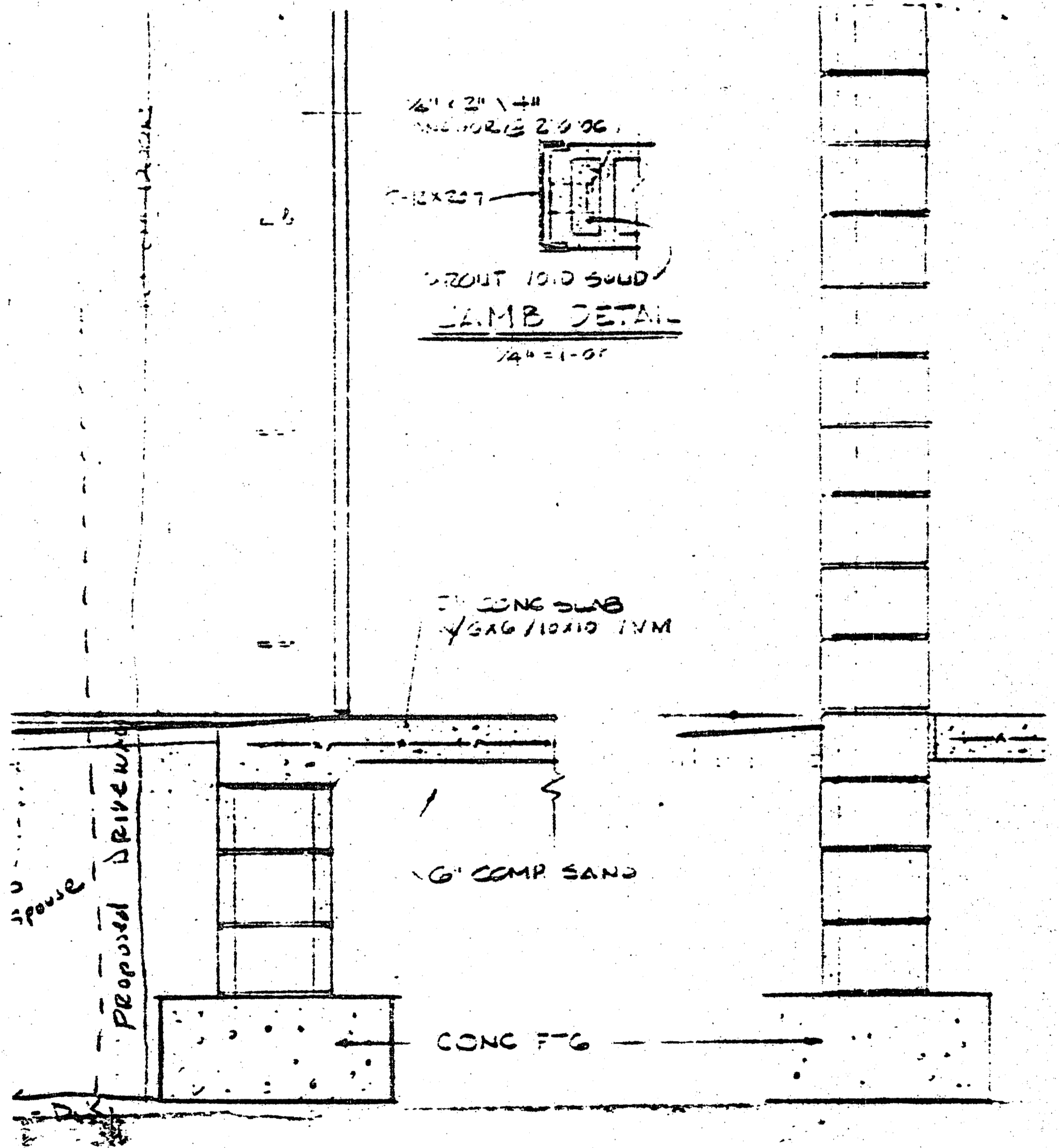
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93 RD AVE

SITE PLAN 1" = 50'-0"

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FRONT WALL A SIDE WALL

1/4" = 1'-0" (A) 1/4" = 1'-0"

GARAGE For
DENNIS K. ATKOW
- 93 2D AVENUE
ST JOHN, INDIANA