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This Indenture, Made this 20th day of December 1980

by and between GENE BROCK

party of the first part, and GLEN T. CROWE and JANICE L. CROWE

parties of the second part, witnesseth: That said first party, in consideration of the covenants of said second parties, hereinafter set forth, doth by these presents lease to said second parties the ~~following described property, to-wit:~~ premises, house and appurtenances being:

LOTS 3 and 4, Block 3, in the Yonan Air Park Home Sites, City of Lake Station, as per Plat Book 27, page 22, in the Office of the Recorder of Lake County, Indiana, commonly known as: 3015 Grand Boulevard, Lake Station, Indiana.

JAN 27 11 30 AM '81
WILLIAM GIELSKI JR.
RECORDER

To have and to hold the same to second parties, from the 20th day of December 1980 to the 19th day of November 1981:

And said second part, in consideration thereof, covenants and agrees to pay said first part, as rent for said premises, the sum of ~~---~~FOUR THOUSAND FOUR HUNDRED AND NO/100 (\$4,400.00) ----- dollars, rent ~~xxx~~, payable in monthly installments, without relief from valuation and appraisalment laws, as follows:

The sum of FOUR HUNDRED and no/100 DOLLARS (\$400.00) on the 20th day of December, 1980, and a sum of FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) on the 20th day of each and every month thereafter.

with 8% interest on each installment after the same becomes due, and attorney's fees. The said second parties further covenants, that they will use said premises in a careful and proper manner, and commit no waste thereon; that they will not re-lease or sub-let said premises, or any part thereof, or assign this lease, or any part of said term, or suffer said term or any part thereof to be sold on execution or other legal process. ~~And that at the expiration of the time mentioned in this lease, peaceable possession of said premises shall be given to said first party in as good condition as they now are, the usual wear and accidents by fire and the acts of Providence excepted; and that upon the non-payment of the whole or any portion of said rent at the time when the same becomes due, or upon the non-performance by the second parties of any of the covenants hereinbefore or hereafter mentioned, by them to be kept and performed, the said first party may, at his election, re-enter and take possession of said premises; and said second parties hereby waives any notice of such election, notice to quit possession of said premises; or any demand for the payment of the rent, as the same becomes due, or for the performance of any of the covenants herein; or any demand for the possession of said premises, provided, however, that the failure and omission of said first party to declare this lease forfeited upon the default of said second parties, in the payment of said rent, as the same becomes due, or for non-performance of any or either of the covenants of the said second parties hereinbefore or hereafter mentioned, shall not operate to bar, abridge or destroy the right of said first party to declare this lease null and void upon any subsequent forfeiture or cause of forfeiture of this lease by said second parties. The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.~~

(ADDITIONAL COVENANTS ON REVERSE SIDE AND ATTACHED).

In Witness Whereof, the said parties have hereunto set their hands and seals, this

Gene Brock, 30th day of December 1980 (Seal) Glen T. Crowe, Second Party (Seal)
Janice L. Crowe, Second Party (Seal)

This instrument prepared by: ATTORNEY ALLEN J. MINDEL of REISING AND MINDEL 607 South Lake Street Gary, Indiana 46403

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LEASE

FROM

TO

Received for record this

day of 19

at o'clock m, and recorded

in Record,

No. Page

Recorder County

ADDITIONAL COVENANTS

1. Second parties shall pay First party's reasonable legal costs and attorney's fees incurred in enforcing against Second parties any covenant, term or condition of this Lease.
2. The sum of FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) is hereby paid by Second parties as security (and not as a payment of rental, final or otherwise) for the full and faithful performance by Second parties of all of its duties under this Lease and without any liability on First party for interest. Upon an Event of Default as heretofore defined, First party may apply such sum to any liability, costs or damages caused First party without waiving or limiting its right to further hold Second parties for liability, costs or damages otherwise due.
3. Second parties may not make alterations, changes or improvements without the written consent of the First party having first been obtained. No covenant in this Lease shall be interpreted so as to create or allow any mechanics, labor, materialmen or other creditors of the Second parties or of an assignee of the Second parties to obtain a lien or attachment against the First party's interest herein.
4. Second parties shall forever indemnify and save harmless First party from and against any and all liability, liabilities, penalties, damages, expenses, and judgments arising from injury or damage during the term hereof, to person or property of any nature occasioned wholly or in part by any act or acts, omission or omissions, of Second parties or of Second parties' employees, servants, agents, guests or assigns and also for any matter or thing growing out of the occupation of the demised premises.
5. It is mutually agreed:
 - a. That in the event said dwelling is destroyed or damaged so that it is untenable, without fault of the Second parties, this Lease shall terminate, unless the option hereinafter provided shall have been exercised by the Second parties or shall be exercised by the Second parties within ten (10) days after such damage or destruction.

(SEE ATTACHED PAGE FOR ADDITIONAL COVENANTS)

STATE OF INDIANA, County, ss:

Before me, the undersigned, a Notary Public in and for said County, this _____ day of _____ 19____

_____ and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

Notary Public

(This section is crossed out with a large X)

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ADDITIONAL COVENANTS (continued)

b. In case the dwelling is damaged so as to be partially untenable, a proportionate part of the rent shall be abated until the dwelling is rendered tenable, and said abated rent refunded.

c. The First party hereby gives to Second parties, their heirs and assigns the exclusive right to purchase the above described property upon the terms and conditions hereinafter set out:

1) The right to exercise this option is conditioned upon the faithful performance by Second parties of all the covenants, conditions and agreements required to be performed by it under this Lease, and the payment by Second parties of all rent as provided in this Lease. Nothing in this paragraph shall prevent the Second parties from prepaying at any time, any sum or sums remaining unpaid as rent under this Lease and the exercise of this option at that time.

2) Upon faithful performance of all the covenants, conditions and agreements required by Second parties under this Lease, and payment of all rents by Second parties, First party and Second parties shall execute and acknowledge, in duplicate, the Land Contract attached to this option as Exhibit "A".

3) The purchase price shall be FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$49,000.00)

4) The sum of SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$6,500.00) shall be paid upon execution and delivery of the Land Contract. First party expressly acknowledges that THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$3,600.00) of monies to be paid as rent by Second parties under this Lease, and the FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) paid by Second parties as Security Deposit under this Lease shall be applied to and against said above-mentioned SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$6,500.00), provided that Second parties have faithfully performed all the covenants, conditions and agreements under this Lease, and payment of all rents by Second parties. The remaining unpaid balance of said above-mentioned SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$6,500.00) shall be paid by Second parties upon execution and delivery of the Land Contract.

5) The unpaid balance of the purchase price shall bear interest at the rate of eleven percent (11%) per annum on the basis of a thirty (30) year amortization for a monthly payment of FOUR HUNDRED FOUR AND 74/100 DOLLARS (\$404.74) principal and interest, plus one-twelfth (1/12) of the prior year's tax bill and insurance.

6) The term of the contract shall be five (5) years from the date of its execution and delivery. Second parties must refinance with a conventional lender prior to said expiration date.

7) First party, at its expense, shall furnish Second parties an Owner's Policy of Title Insurance in the amount of the purchase price certified to date of execution and delivery of the Land Contract. Said policy to show a merchantable title to said real estate in the First party, subject only to easements and restrictions of record, if any, and free and clear of all other liens and encumbrances.

8) Upon execution and delivery of the Land Contract, First party shall execute a Warranty Deed in the name of Second parties and deliver it to Ennis Realty, 9620 Cline Ave., Highland, IN to be held by an Escrow during the term of the Land Contract.

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ADDITIONAL COVENANTS (continued)

9) In the event Second parties either do not faithfully perform all of the covenants, conditions and agreements under the herein Lease, including the payment by Second parties of all rent as provided in said Lease, or Second parties do not faithfully perform all of the covenants, conditions and agreements of the option herein, Second parties shall have no further right or option to purchase said real estate, and all monies paid by Second parties to First party hereunder, shall become the sole property of First party as rent.

10) First party and Second parties shall execute the Lane Contract within ten (10) days after the expiration of the Lease.

11) Notwithstanding any provisions to the contrary contained within this Lease, any alleged breach of any clause of this Lease by Lessee shall be brought to the attention of Lessee by Lessor by giving Lessee a written notice of the alleged breach. If after not less than fifteen (15) days after the written notice has been given to Lessee, and Lessee has not corrected or cured the alleged breach, then and only then may Lessor exercise any and all rights and remedies set forth within this Lease. Compliance with this notice provision is a condition precedent to Lessee being in default.

Gene Brock
Gene Brock, First Party

Glenn T. Crowe
Glenn T. Crowe, Second Party

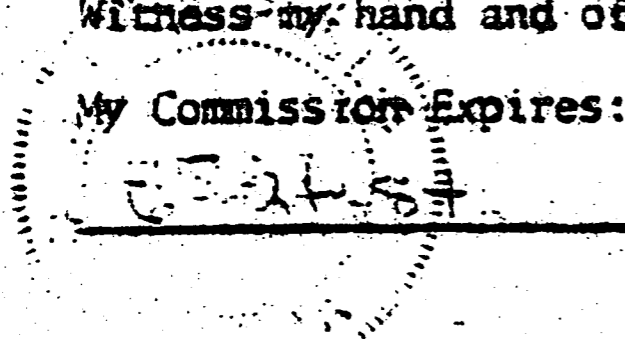
Janice L. Crowe
Janice L. Crowe, Second Party

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County, this 30th day of December, 1980, came Gene Brock and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission Expires:



Allan J. Mindel
NOTARY PUBLIC
Resident of Lake County

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County, this 22nd day of December, 1980, came Janice L. Crowe and Glenn T. Crowe and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission Expires:

April 10, 1983

John F. Tweedle
NOTARY PUBLIC
John F. TWEEDELE
Resident of Lake County

PL 5827

- ~~5.100~~
- c. Insurance. Purchaser shall keep the improvements on said real estate insured under fire and extended coverage policies and pay the premiums on such insurance policies as they become due. Such insurance shall be obtained from companies approved by Vendor and in an amount not less than the balance of the purchase price due hereunder, or to the full extent of their insurable value, if that is less. Such policy or policies shall be issued in the names of Vendor and Purchaser, as their respective interests may appear, and shall be delivered to and retained by Vendor during the continuance of this agreement.
 - d. Payment by Vendor. Upon failure of Purchaser to pay taxes or assessments or provide insurance as hereby required, Vendor, without further notice, may pay such taxes or assessments or provide such insurance and add the costs thereof to the principal balance due.

3. Possession.

Purchaser shall have full and complete possession of the Real Estate on EXECUTION and delivery of this contract. Purchaser's right of possession shall continue so long as Purchaser complies with all the terms and conditions of this agreement and performs all the covenants made in this agreement.

4. Evidence of Title. SEE ADDITIONAL COVENANTS ATTACHED.

~~Vendor has furnished Purchaser with satisfactory evidence of title to the Real Estate which shall be deemed sufficient to the Real Estate. Any further evidence of title shall be deemed to be the property of Purchaser. Vendor shall have the right to recover the purchase price of the Real Estate if the purchase price for the Real Estate has been paid.~~

5. Vendor's Right to Mortgage the Real Estate.

Vendor shall have the right to obtain, without further consent by Purchaser, a loan secured by a mortgage on the Real Estate, and also shall have the right to renew or increase any such mortgage loan. However, the balance due in respect of any such mortgage loan at no time shall exceed the unpaid balance of the purchase price due hereunder. If Vendor encumbers the Real Estate by a mortgage and defaults thereunder, Purchaser shall have the right to cure such default and to deduct the cost thereof from the next payment or payments due under this contract. Vendor shall pay any such mortgage loan when due or at such earlier time as Purchaser pays in full the unpaid balance of the purchase price hereunder.

6. Mechanic's Liens.

Purchaser shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Real Estate or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Purchaser. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Vendor at its option may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the Lictor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Purchaser, upon demand by Vendor, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate; nor as giving Purchaser the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid Mechanic's Lien.

7. Indemnification and Release.

Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Vendor, Purchaser shall indemnify and hold harmless Vendor from and against all damages, claims and liability arising from or connected with Purchaser's control or use of the Real Estate, including, without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Vendor is effectively protected against by insurance. If Vendor shall, without fault, become a party to litigation commenced by or against Purchaser, then Purchaser shall indemnify and hold Vendor harmless. The indemnification provided by this section shall include Vendor's legal costs and fees in connection with any such claim, action or proceeding. Purchaser does hereby release Vendor from all liability for any accident, damage or injury caused to person or property on or about the Real Estate, whether due to negligence on the part of Vendor and notwithstanding whether such acts or omissions be active or passive, Vendor and Purchaser do each hereby release the other from all liability for any accident, damage or injury caused to person or property, provided this release shall be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

8. Covenants of Purchaser.

Purchaser covenants not to sell, assign, pledge, mortgage, encumber or transfer its interest in this contract nor Purchaser's interest in the Real Estate without the written consent of Vendor nor to permit an assignment of Purchaser's interest hereunder by operation of law.

9. Bankruptcy of Purchaser.

If Purchaser is adjudicated a bankrupt, or in the event there shall be filed by or against Purchaser in any court pursuant to any statute, either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Purchaser's property, or if Purchaser makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, and such condition is not thereafter set aside or duly appealed, this contract and all of Purchaser's rights hereunder shall automatically terminate without any further act by either party hereto.

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10. Use of the Real Estate by Purchaser; Vendor's Right of Inspection; Purchaser's Responsibility for Accidents.

- a. Use. The Real Estate shall not be rented, leased or occupied by persons other than Purchaser, nor shall any of the improvements now or hereafter placed thereon be changed, remodeled, or altered in any way unless Purchaser shall first obtain the written consent of Vendor. No additional improvements shall be placed on the Real Estate by Purchaser unless written consent of Vendor shall have been first obtained. Purchaser shall use the Real Estate and the improvements thereon carefully and shall keep the same in good repair at his expense. Purchaser shall not commit waste on the Real Estate. In his occupancy of the Real Estate, Purchaser shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.
- b. Vendor's Right of Inspection. Until purchase price is paid in full, Vendor may enter and inspect the Real Estate and the improvements thereon at any reasonable time.
- c. Purchaser's Responsibility for Accidents. Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person or property arising from his use and control of the Real Estate and the improvements thereon. Purchaser shall insure such risk by carrying liability insurance, in an amount satisfactory to the Vendor, insuring the Vendor's liability as well as the Purchaser's.

11. Vendor's Remedies on Purchaser's Default.

Time shall be of the essence of this agreement. If Purchaser fails to pay any installment of the purchase price or interest thereon, or any installment of taxes on the Real Estate, or assessment for a public improvement, or any premium of insurance, as the same

becomes due, and if such failure continues for a period of thirty (30) days after written notice identifying this default is given to Purchaser; or if Purchaser fails to perform or observe any other condition or term of this agreement and such default

continues for a period of thirty (30) days after written notice identifying such default is given to Purchaser; then Vendor may, at his option:

- a. Cancel this agreement and take possession of the Real Estate, and remove Purchaser therefrom, or those holding or claiming under him, without any demand to the extent permitted by applicable law.
- b. Declare the entire unpaid balance of this contract immediately due and payable, and in such event, Vendor may pursue whatever remedies, legal or equitable, are available to collect the entire unpaid balance of the purchase price.
- c. Exercise any other remedies available at law, or in equity, as are available under applicable law to collect such contract balance, including but not limited to foreclosure of this Land Contract. The remedies herein provided shall be cumulative and not exclusive. Failure of Vendor to exercise any remedy at any time shall not operate as a waiver of the right of Vendor to exercise any remedy for the same or any subsequent default at any time thereafter. In the event of Vendor's cancellation after default by Purchaser, all rights and demands of Purchaser under this contract and in and to the Real Estate shall cease and terminate and Purchaser shall have no further right, title or interest, legal or equitable, in or to the Real Estate and Vendor shall have the right to retain all amounts theretofore paid by Purchaser as agreed payment for Purchaser's possession of the Real Estate prior to default. Such retention shall not bar Vendor's right to recover damages for unlawful detention of the real estate after default, for any failure to pay taxes or insurance, for failure to maintain the Real Estate at any time, for waste committed thereon or for any other damages suffered by Vendor, including reasonable attorney's fees incurred by Vendor in enforcing any right hereunder or in removing any encumbrance on the Real Estate made or suffered by Purchaser.

12. Covenants of Vendor.

Upon payment by Purchaser of all amounts due hereunder in full and performance by Purchaser of all covenants and conditions, Vendor shall convey the Real Estate to Purchaser by general warranty deed, subject, however, to: all conditions, easements, highways, rights-of-way, restrictions and limitations now of record; rights of persons in possession; the lien of all unpaid taxes and assessments for public improvements and other encumbrances which, by the terms of this agreement, are to be paid or assumed by Purchaser or which are made or suffered by Purchaser; and the provisions of applicable zoning laws.

13. General Agreement of Parties.

All covenants hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural and the masculine form shall mean and apply to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified, or (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mails by Certified or Registered Mail, postage prepaid:

- (1) If to Vendor, at the foregoing address at which payments are to be made, unless Purchaser is otherwise notified.
- (2) If to Purchaser, at 3015 Grand Boulevard, Lake Station, Indiana.

Such addresses may be changed by either party by written advice as to the new address delivered as above provided.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not unreasonably be withheld.

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IN WITNESS WHEREOF, Vendor and Purchaser have executed this instrument on this _____ day of _____ 19____ and if this instrument is executed in counterparts, each shall be deemed an original.

Signature _____ Printed Glen T. Crowe
Signature _____ Printed Gene Brock
Signature _____ Printed Janice L. Crowe
Signature _____ Printed _____
PURCHASER VENDOR

Vendor's Acknowledgment
STATE OF _____
COUNTY OF _____
SS:
Before me, a Notary Public in and for said County and State, personally appeared _____ who acknowledged the execution of the foregoing Land Contract.
Witness my hand and Notary Seal this _____ day of _____ 19____
My commission expires _____ Signature _____
Printed _____ Notary Public
This instrument was prepared by ALLAN J. MINDEL attorney at law.
REISING AND MINDEL
607 South Lake Street
Gary, Indiana 46403
Phone: 219/938-8080

ADDITIONAL COVENANTS

1. Vendor, at its own expense, shall furnish Purchaser an Owner's Policy of Title Insurance in the amount of the purchase price certified to date of execution and delivery of this Land Contract. Said policy to show a merchantable title to said real estate in Vendor, subject only to easements and restrictions of record, if any, and free and clear of all liens and encumbrances.
2. Upon execution and delivery of this Land Contract, Vendor shall execute and deliver a Warranty Deed in the names of Second parties and deliver it to Ennis Realty, 9620 Cline Avenue, Highland, Indiana to be held by Ennis Realty in escrow during the term of this Land Contract. This Land Contract shall be executed and delivered at closing, which shall take place at the offices of Ennis Realty, 9620 Cline Avenue, Highland, Indiana.

LAND CONTRACT
FROM _____
TO _____

Return to law offices of: