

620327

601234

Charles E. Daugherty
6 East 67th Ave.
Merrillville

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620327

REAL ESTATE LEASE

THIS AGREEMENT, made and entered into by and between MATOLS, INC. (hereinafter called Lessor), and McANARY FORD, INC., an Indiana Corporation (hereinafter called Lessee),

MAR 9 10 40 AM '81
WILLIAMSON
REC'D
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CLERK
JUN 11

WITNESSETH:

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

Parcel 1:

That part of the northwest quarter of the southwest quarter of Section 21, Township 36 North, Range 8 West of the 2nd P.M. in the City of Gary, Lake County, Indiana described as follows: Beginning at the point of intersection of the east line of Grant Street with the north line of 34th Avenue, the said place of beginning 54 feet east of the west line of said northwest quarter of the southwest quarter of Section 21, and 30 feet north of at right angles to the northerly line of the south half of 34th Avenue as the said 34th Avenue is established by and on the recorded plat of Golfmoor Subdivision; Thence north along the east line of Grant Street, a distance of 600 feet to a point which is 190.22 feet more or less south of the north line of said northwest quarter of the southwest quarter of Section 21, Thence east and parallel to the north line of said northwest quarter of the southwest quarter of Section 21, a distance of 578.50 feet; Thence south and parallel to the east line of Grant Street, a distance of 518.25 feet to the north line of 34th Avenue; Thence Westerly along the said north line of 34th Avenue (continued on to have and to hold unto said Lessee for a term of eight (8) years beginning on the 1st day of September, 1980, and ending on the 1st day of September, 1988;

and in consideration therefore Lessee does agree to pay rental in the amount of \$ 8,000.00 - per month, the first payment being due and payable on the 1st day of September, 1980, and a like sum on the 1st day of each month thereafter during the term of this lease, with interest at the rate of 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 3333 Grant Street City of Gary State of Indiana or such other place as Lessor may designate in writing.

Use of Premises

Lessee does covenant and agree that said premises shall be used for the following purposes, and no others: Auto dealership, sales, and service, new cars, used cars, and/or trucks, parts and accessories therefor and other products of Ford for sale at retail at the demised premises.

Lessee Accepts Premises

Lessee has examined said premises prior to and as a condition precedent to his acceptance and the execution hereof, and is satisfied with the physical condition thereof, and his taking possession thereof shall be conclusive evidence of his receipt thereof in good order and repair, except as otherwise specified hereon, and agrees and admits that no representation as to the condition or repair thereof has been made by Lessor or his agent, which is not expressed or endorsed hereon; and Lessee likewise agrees and admits that no agreement or promise to repair or improve said premises, either before or after the execution hereof, not contained herein, has been made by Lessor or his agent. No holding over by Lessee hereunder shall constitute a renewal or extension of the terms of this lease except upon written consent of Lessor.

This Instrument was prepared by Charles E. Daugherty of the Law Firm of Daugherty & Daugherty, 6 East 67th Avenue, Merrillville, Indiana 46410

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Lessee to Maintain Premises

Lessee shall keep the said premises in a clean, sightly and healthful condition, and in good repair, except as hereinafter provided under "Covenants of Lessor", all at his own expense, and shall yield the same back to Lessor upon termination of the said lease, whether such termination shall occur by expiration of the term hereof or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, less by fire or by the elements, and reasonable wear and tear excepted. 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 he 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 he will not use or occupy said premises for any unlawful purpose; that he 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 if any use by Lessee of the leased premises increases the insurance rates thereon, Lessee will pay to Lessor the amount of increases in premium caused by such increase in rates; that he will make no alterations or additions in or to said premises without the written consent of said Lessor; that he will permit said Lessor, or his agents, to enter upon said premises at all reasonable times, to examine the condition thereof; and that he will not assign this lease or underlet said premises, nor any part thereof, without the written consent of Lessor.

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, and Lessor shall pay all taxes and assessments levied against the leased premises; Lessor further agrees to keep all structural portions of the said premises, including foundations, walls, floors, stairways, roof and exterior portions thereof, in good repair and order and Lessor shall have access to said premises at any reasonable time to make said repairs; provided, however, that Lessor shall not be liable to Lessee for any damage or injury to Lessee or to his property, or to third persons or to the property of third persons occasioned by the failure of Lessor to keep said premises in repair, all claims for any such damages being hereby expressly waived by Lessee; and provided further, that Lessor covenants and warrants that the leased premises may lawfully be used by Lessee for the purpose for which they are leased.

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 his assigns, shall fail to keep and perform any of the covenants, agreements or conditions of this lease, on his part to be kept and performed, and such default is not cured 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, his heirs and assigns.

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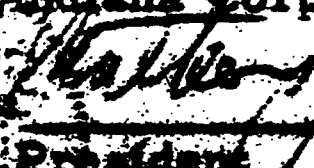

Parcel 1 (continued)

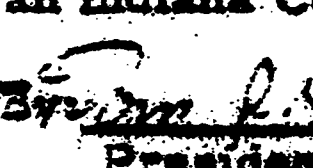

a distance of 582.80 feet more or less to the place of beginning.

Parcel 2.

All of Lots 9 through 17 inclusive in Block 1 in Golfmoor Subdivision in the southwest quarter of Section 21, Township 36 North, Range 8 west of the second principal meridian and more particularly described as beginning at a rail monument at the intersection of the centerline of Grant Street (west line of Section 21-36-8) and the north line of the northwest quarter, southwest quarter Section 21-36-8; Thence southerly along the centerline of Grant Street (west line of Section 21-36-8), a distance of 836.10 feet to a point, said point being the centerline of 34th Avenue (extended); Thence easterly along the said line, a distance of 54.41 feet to a point in the east line of Grant Street; Thence southerly along said east line, a distance of 30.23 feet to a point; in the northwest corner of Lot 17, said point being the point of beginning for the following described parcel of land, Beginning at said point: Thence north 82 degrees 57 minutes, 45 seconds east along the north line of Lot 17, said northline being the south line of 34th avenue, a distance of 102.41 feet to an iron pipe; Thence south 0 degrees 0 minutes east along the east lines of Lot 9; Thence north 88 degrees 58 minutes 30 seconds west along the southline of Lot 9, a distance of 101.64 feet to an iron pipe in the southwest corner of Lot 9, said point being in the east line of Grant Street; Thence north 0 degrees 0 minutes 0 seconds west along said east line (said east line being the west lines of Lots 9 through 17), a distance of 228.15 feet to a point in the northwest corner of Lot 17, and the point of beginning, all in the City of Gary, Lake County, Indiana.

- c. All rights-of-way, licenses, easements and appurtenances belonging or appertaining to such land or to utility facilities or services with or in connection with such land; and
- d. All buildings, structures and improvements now located on the land described in Parcels 1 and 2 above, any additional improvements and all fixtures, machinery, apparatus and equipment now located on or attached to or installed in such buildings, structures and improvements, including, without limitation such property as may be listed on Parcels 1 and 2 hereto after the description of such land.

Mateis, Inc.
an Indiana Corporation

President

Secretary

McAnary Ford, Inc.
an Indiana Corporation

President

Secretary

020327

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 1st day of September, 1980

McAnary Ford, Inc.

Matols, Inc.

Tom P. Gillespie, Sr. (Seal) President (Lessee)

Matthew J. McAnary (Seal) President (Lessor)

Leslie H. Brooks (Seal) Secretary (Lessee)
Leslie H. Brooks

Leslie H. Brooks (Seal) Secretary (Lessor)
Leslie H. Brooks

State of Indiana }
County of Lake } ss:

Before me, a Notary Public in and for said County and State, on this 1st day of September, 1980

personally appeared Tom P. Gillespie, Sr. and Leslie H. Brooks, President and Secretary of McAnary Ford, Inc., an Indiana Corporation, Lessees herein, and
Matthew J. McAnary and Leslie H. Brooks, President and Secretary of Matols, Inc., an Indiana Corporation, Lessor herein.
and each acknowledged the execution of the above and foregoing Lease to be his and her voluntary act and deed.

FITNESS my hand and Notarial Seal.

Charles E. Daugherty
Notary Public
Charles E. Daugherty, Lake County, Indiana
Resident

My commission expires June 30, 1981

State of Indiana }
County of _____ } ss:

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

personally appeared _____
and also appeared _____
and each acknowledged the execution of the above and foregoing Lease to be his and her voluntary act and deed.

FITNESS my hand and Notarial Seal.

Notary Public

My commission expires _____

This instrument was prepared by _____ Attorney at Law