

*Melvin Specter*  
*815 W Chicago*  
*Chicago 46312*

L E A S E

653968

THIS AGREEMENT made as of the 3<sup>rd</sup> day of July 1981 by and between HARRY F. MARSHALL and HELEN K. MARSHALL, his wife, hereinafter known as "Lessors," and Patricia A. Ilant hereinafter known as "Lessee,"

W I T N E S S E T H

Said Lessors in consideration of the covenants of said Lessee hereinafter set forth, do by these presents lease to said Lessee the following described premises situated in the City of East Chicago, Lake County, Indiana, to-wit:

The South store room (which store room is numbered and designated as 4612 Indianapolis Boulevard in the City of East Chicago, Indiana) is situated on the first floor of the two-story brick mercantile building situated upon Lots 21 and 22 of a subdivision of Lot 25, in Block 3, in a subdivision of part of Blocks 3, 13, 14, 15, and 16 of the Subdivision of the North 70.48 acres of the Southwest Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, situated in the City of East Chicago, Lake County, Indiana.

The premises herein leased shall be used and occupied by said Lessee as and for the purpose of conducting a Tavern and Restaurant and for such other purpose as may from time to time be mutually agreed upon by and between the parties hereto and for no other purpose.

TO HAVE AND TO HOLD the same for the term of Five (5) years beginning on the 1st day of September 1981, and ending on the 31st day of August 1986.

And said Lessee in consideration of the leasing of said premises by said Lessors, as aforesaid, hereby covenants and agrees with said Lessors, their successors and assigns, to pay as rent for said premises the sum of Thirty Thousand (\$30,000.00) dollars which said rental shall be payable in monthly installments on and after

\$500.00 on the 1st day of September, 1981 and  
\$500.00 on the 1st day of each month thereafter  
during the term of this lease.

Said monthly installments shall be payable to the Lessors at their place of business in the City of East Chicago, Indiana, or at such place or places as may from time to time be designated in writing said Lessors, all payable without relief from valuation and appraisal laws.

IT IS FURTHER UNDERSTOOD AND AGREED that the Lessors will not be liable for any damage occasioned by failure to keep said premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or the bursting, leaking or running of any cistern, tank washstand, water closet or waste pipe in, about, or upon said leased premises, and said Lessors shall not be liable or responsible in any manner whatsoever for any accidents, losses, injuries to person or property upon, brought upon, or used upon said demised premises, or that may arise from the use thereof or that may occur during the occupancy under this lease.

Dec 16 1 57 PM '81  
WILLIAM BELSNI JR  
REC'D  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

*For out of lease 653970*

*200.*

IT IS FURTHER AGREED between the parties hereto that (in addition to the rents above specified) the Lessee shall provide, furnish and pay for the electrical energy and power, gas and water used upon said leased premises, and the Lessee shall furnish the required and necessary heat for said premises during the seasons of the year the same may be required, and said Lessee will secure and pay for plate glass and public liability insurance covering said leased premises in said Lessors' names during the term of the within lease and deliver said policy or policies to the Lessors herein.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED that the Lessee will not allow said premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than hereinbefore specified, and will not sublet the same or any part thereof, nor assign this lease without the written consent of the Lessors had in each case, and will not permit any transfer by operation of law of the interest of said premises acquired through this lease, and will not permit said premises to be used for any unlawful purpose or purposes that will injure the reputation of the same or of the building of which they are a part, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days, and will not permit any alterations of all or any part of said demised premises, except by the written consent of the Lessors, and all alterations and additions to said premises shall remain for the benefit of the Lessors unless provided in said consent aforesaid.

IT IS FURTHER AGREED that the Lessee will comply with all ordinances of the City of East Chicago, the laws of the State of Indiana, and of the United States of America in relation to the occupancy or use of the premises so leased.

IT IS FURTHER COVENANTED AND AGREED by and between the parties hereto that the Lessee shall pay attorney fees which may necessarily arise from the enforcement by the Lessors of the covenants of this indenture made by the Lessee.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED by and between the parties hereto that the Lessee will have the right to use the basement located under the within described and demised premises for use for storeroom purposes during the term of the within lease and no additional charge for the use of the same shall be made.

IT IS EXPRESSLY UNDERSTOOD that the Lessors may or may not make alterations and repairs to said premises, at their option, but they do not agree to repair or keep in repair or order the said premises, nor do they covenant that the said premises are tenantable or in order, or will be kept tenantable and in order. If, at any time hereafter, the Lessors shall see fit to repair or alter the said premises at their cost (the making of said repairs and alterations being optional on their part, they not being bound so to do, as aforesaid) said Lessee hereby covenants that the said Lessors may enter upon said premises and make such repairs and alterations the said Lessors having elected so to do, and the said Lessors expressly agree to assume all risks arising from such repairs or alterations made as aforesaid, in the event they are defectively made or done, or otherwise, and the Lessors shall not be chargeable with the cost of any repairs, alterations or improvements which they do not order or make, and agree in writing to pay.

IT IS FURTHER AGREED that the Lessors shall in no wise be responsible, chargeable, nor held liable for the cost or payment of any alterations made upon, materials or work furnished or performed in connection with any alterations made upon said demised premises, nor shall any lien or liens be filed against said real estate or any part thereof, and in case such lien or liens should be filed against said above described premises or any part thereof, then and in that event the Lessee agrees to indemnify and save harmless the Lessors from any and all judgments, costs, liabilities, expenses, and attorney fees that may be occasioned by reason of such lien or liens; provided, however, that such lien or liens, judgments, costs, liabilities, expenses, and attorney fees, shall arise from or out of contracts made by the Lessee or her sub-tenants.

IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the Lessors and Lessee that upon the failure of the Lessee to pay the rent above reserved, or any part thereof, when due and payable according to the terms hereof, and at the time and place hereinbefore stated, or upon default of any of the covenants or conditions to be kept by said Lessee, this lease herein made and the tenancy hereunder created shall, at the option of the Lessors, terminate at once without notice and without any demand by the Lessors of the Lessee for the payment of rent in case of nonpayment, such demand being waived by said Lessee, and notice of the exercise of said Lessors' option to terminate said lease is also expressly waived, and said Lessors, their successors and assigns may thereupon enter and take possession of said demised premises, or any part thereof, either with or without being trespassers, with such force as may be necessary so to do, and repossess and enjoy said estate as fully as before the tenancy herein was created, and the failure, if any, of said Lessors to take possession at the time aforesaid, upon such failure or default, shall not estop said Lessors from afterwards asserting said right to re-enter and repossess said premises, and the occupation of said premises by said Lessee after either the expiration of said lease or the forfeiture thereof, shall give them no rights as tenants.

IN WITNESS WHEREOF the said Lessors and Lessee herein have hereunto set their hands and seals on the day and year first above written.

*Harry F. Marshall* (SEAL)  
HARRY F. MARSHALL

*Helen K. Marshall* (SEAL)  
HELEN K. MARSHALL

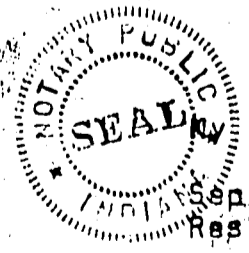
*Patricia A. Ilant* (SEAL)  
PATRICIA A. ILANT

STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

Before me a Notary Public, in and for said County and State this 3<sup>rd</sup> day of July, 1981 and acknowledged the execution of this Lease, did come Harry F. Marshall and Helen K. Marshall, Lessors and Patricia A. Ilant, Lessee.

Witness my hand and Official Seal.

*Melvin H. Specter* NOTARY PUBLIC  
Melvin H. Specter



My Commission Expires:  
September 5, 1984  
Residence, Lake County, Indiana

THIS LEASE PREPARED BY Melvin H. Specter, Attorney At Law