

Joel Yonover
9008 Analyze Blvd.
Highland, In

663299

LEASE

THIS INDENTURE, made this 3 day of MARCH, 1982, by and between HERMAN MOSHINSKY and SANDRA M. MOSHINSKY, husband and wife, Landlord, of the City of Gary, Indiana, and ROZELL HAMMONDS, Tenant, of the City of Gary, Indiana:

WITNESSETH:

That the Landlord, in consideration of the covenants of said Tenant, hereinafter set forth, doth by these presents lease to said Tenant the following property, to-wit:

A storeroom and the basement thereunder situated and located on the first floor of the premises numbered 1536-38 Broadway, Gary, Lake County, Indiana, in which said premises said Lessee is to conduct a general men's shoe store, men's wear retail establishment, and which is now being operated under the firm and style name of ESQUIRE MEN'S SHOP at 1536-38 Broadway, Gary, Lake County, Indiana, and for no other purpose whatsoever.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
Mar 26 10 32 AM '82
WILLIAM BIELSKI JR
RECORDER

To have and to hold the same to Tenant from the 15th day of February, 1982, to and including the 15th day of May, 1988.

And said Tenant, in consideration therefor, covenants and agrees to pay said Landlord as rent for said premises the sum of FIVE HUNDRED TWENTY-FIVE (\$525.00) DOLLARS per month, payable in advance monthly installments on or before the 15th day of each and every month of the term herein created, with twelve (12%) percent interest on each installment after the same becomes due, and attorney fees. The said Tenant further covenants that he will use said premises in a careful and proper manner, and commit no waste thereon; that he 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

1450

term or any part thereof to be sold on execution or other legal process, without the written consent of the Landlord and that at the expiration of the time mentioned in this Lease, peaceable possession of said premises shall be given to said Landlord in as good condition as they now are, the usual wear and accidents by fire and the acts of Providence accepted; 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 of the Tenant of any of the covenants hereinabove or hereafter mentioned, by him to be kept and performed, the said Landlord may, at their election, re-enter and take possession of said premises; and said Tenant 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 Landlord to declare this Lease forfeited upon the default of said Tenant, 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 Tenant, hereinabove or hereafter mentioned, shall not operate to bar, abridge or destroy the right of said Landlord to declare this Lease null and void upon any subsequent forfeiture or cause of forfeiture of this Lease by said Tenant.

It is further agreed and understood by the parties hereto that the said Tenant shall not engage in any other business, or sell any other merchandise in and upon said premises herein leased except as herein authorized.

The rentals due hereunder, together with any other sums of money which shall be due from and payable by the Tenant hereunder, shall be payable without relief from valuation and appraisement laws and with attorney's fees.

Said monthly rental installments shall be paid to the Landlord at their residence, 3308 Burr Street, in the City of Gary, Indiana, or at such other place or places as the Landlord may from time to time designate in writing.

Said Tenant shall, at his own expense, procure and provide his own janitor service, water, electric lights and current, gas, heat and other utilities as he may desire for the proper use and occupancy of the premises herein leased, together with all necessary facilities for the proper use of such utilities, and shall promptly pay and discharge any and all bills incurred therefor.

Said Landlord or their agents shall have the right of ingress and egress through the premises herein leased during all reasonable hours for the purpose of checking on the condition of the premises and in maintaining the building of which the premises herein leased is a portion.

Said Tenant covenants and agrees at his own expense to fully comply with and perform all of the requirements, and all regulations, rules and regulations of the Board of Fire Underwriters in all matters and also of the City, State and Federal laws in all matters and things affecting the interior of the leased premises herein and the operations of the business maintained by the Tenant.

Tenant covenants and agrees to save the Landlord harmless and keep them indemnified from all losses, damages, liability, expenses and claims occurring by reason of any injuries or damages to any person or persons or property whatsoever coming in or being upon the demised premises. Said Tenant shall, at his own expense procure Landlords' and Tenants' Liability Insurance with a good and reliable insurance company for the protection of all the parties hereto, covering the premises herein leased, in a sum not less than \$100,000 to \$300,000 and shall deposit with the Landlord such policy or certificate of

insurance, to be retained by the Landlord during the term of this Lease, which policy or certificate the Tenant shall maintain during the term of this Lease and promptly pay premiums therefor. Said Tenant shall also procure at his own expense plate glass insurance insuring the plate glass in the premiums herein leased and shall promptly pay and discharge the premiums therefor, and deliver to the Landlord such insurance policy to be retained by the Landlord during the term of this Lease.

Said Tenant covenants and agrees that he will keep the demised premises and appurtenances, including the adjoining streets and alleys, in a clean and healthful condition, and will comply with all City and State Ordinances and laws in connection with the operation of the business maintained by the Tenant; will remove the snow and ice from the sidewalks in front and around said demised premises and from the alley in the rear of said premises without injury thereto.

It is further agreed by and between the parties hereto that in the event that the premises herein leased shall be totally destroyed, then and in that event this Lease shall thereupon terminate and be of no further force and effect. Should the premises herein leased be damaged by fire or other casualty not rendering the same untenable, the Landlord shall at their own cost, repair the same with reasonable dispatch. Should the premises herein leased be damaged by fire or other casualty and thereby be rendered untenable, the Landlord shall repair the premises with dispatch and within six (6) months from the occurrence of such damage and the rent therefor shall abate until the premises shall have been repaired or rebuilt and made tenantable.

Parties further agree that notwithstanding the former provision concerning premises damaged by fire or casualty, the Landlord agree that in the event that the demised premises

shall be injured or damaged by fire or other casualty, they shall, within a reasonable time, repair, restore and rebuild the same to substantially the same condition of the premises prior to such injury or damage by fire or casualty and said Tenant hereby agrees that during the time said premises are under repair on account thereof, he shall pay on and from the first day of the month next following said damage or casualty, a pro-rata share of the rental for the use and occupancy of said premises based on such portion of the premises as shall be tenantable, until such time as the repairs to said premises have been completed, and thereafter shall pay the regular monthly rentals as provided for in this Lease. Nothing herein contained shall excuse the Tenant or the Landlord from performing all of the other terms and conditions of this Lease.

Parties further agree that the provision as to the sub-letting, sub-leasing or assigning of this Lease relating to the requirement of consent by the said Landlord, is hereby amended as follows: That the consent to said assigning or subletting shall not be unreasonably withheld. Should Tenant become insolvent, and should there be an adjudication of insolvency of Tenant, or should the assets of the Tenant come into the hands of any Receivers, Commissioners, Trustees, of any court, then this Lease shall at once cease and terminate and be of no force and effect, and said Landlord shall be entitled to the immediate possession of said premises.

No receipt of money by the Landlord from the Tenant after the termination of this Lease shall continue, reconstitute or extend the term of this Lease. The failure of the Landlord to declare this Lease forfeited and terminated upon any default by the Tenant at any one time shall not bar or abridge the rights of the Landlord to thereafter terminate and cancel this Lease upon any subsequent default by the Tenant. Said Tenant covenants and agrees that he will pay all costs, attorney's

fees and expenses incurred by the Landlord in enforcing the obligations of the Tenant as herein provided for and that all sums of money payable hereunder by the Tenant shall be payable without relief from valuations and appraisement laws and with attorney's fees.

Tenant agrees not to make or permit to be made any material alterations in, on, upon or about any part of said demised premises, without the written consent of the Landlord first had and obtained. And Tenant agrees not to commit any waste thereon or thereunto nor to do anything which would increase the fire insurance rate or premium nor allow the premises to remain vacant or unoccupied for more than ten (10) consecutive days.

It is further covenanted and agreed by and between the parties hereto that said Tenant will not make or cause to be made any alterations or additions on the interior of the premises without paying for same, and said alterations or additions shall become a part of the demised premises and remain for the benefit of the Landlord unless otherwise provided for in such written consent. In this connection it should be understood that the said Tenant has heretofore installed an air conditioning unit and heating system in the rear of said storeroom which will remain a part of the building after this Lease expires.

Said Tenant shall comply with all statutes and City Ordinances with reference to any change, remodeling, repairing or alterations of the premises that they may make during the term of this Lease, and shall promptly pay and discharge any and all bills incurred by them for materials and labor in making such changes, repairs or alterations.

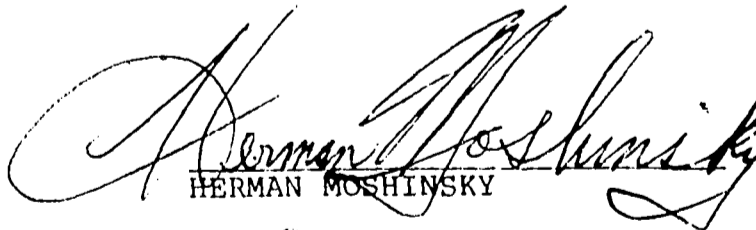
Said Tenant hereby covenants and agrees that he will decorate the interior of the premises herein leased in


conformity with the installations to be made by the Landlord. It is agreed that the Landlord shall keep and maintain in good repair the exterior of the building in which the premises herein leased are a portion, excepting the plate glass, and that the Tenant herein shall keep and maintain the interior of the premises herein leased in good repair, including the plate glass.

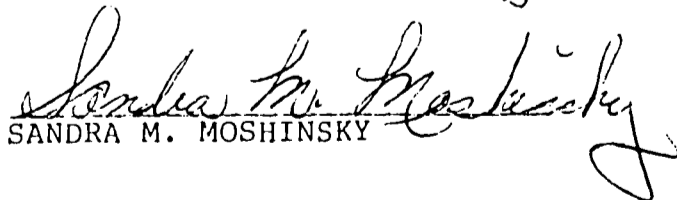
In consideration of the premises, the Landlord hereby grants unto the Tenant the exclusive right and option to renew or extend this Lease for a further term of three (3) years, commencing at the expiration of the original six (6) year term hereof, at a rental of FIVE HUNDRED TWENTY-FIVE (\$525.00) DOLLARS per month and under the same terms and conditions as provided for herein; provided, however, that a notice of the exercise of such option shall be given by the Tenant to the Landlord not less than ninety (90) days before the expiration of the original term of this Lease, which notice must be in writing; and it is agreed by and between the parties hereto that time is of the essence in the giving of such notice.

The covenants herein contained shall extend to and be binding upon the heirs, executors, administrators and assigns of each of the parties to this Lease.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 3 day of MARCH, 1982.


HERMAN MOSHINSKY


ROZELL HAMMONDS


SANDRA M. MOSHINSKY

Before me, Jerry A. Kuzma, this
3rd day of March, 1982, HERMAN MOSHINSKY and
SANDRA M. MOSHINSKY acknowledged the execution of the annexed
lease.

Jerry A. Kuzma
Notary Public, A Resident of
LAKE County, Indiana

My Commission Expires:

STATE OF INDIANA) SS:
COUNTY OF LAKE)
JERRY A. KUZMA
NOTARY PUBLIC
My Commission Expires 6-21-85



Before me, JOEL YONOVER, this
3rd day of MARCH, 1982, ROZELL HAMMONDS
acknowledged the execution of the annexed lease.

Joel Yonover
Notary Public, A Resident of
LAKE County, Indiana

My Commission Expires:

NOTARY PUBLIC STATE OF INDIANA
MY COMMISSION EXPIRES JAN. 17 1988
ISSUED THRU INDIANA NOTARY ASSOC.

This instrument prepared by Joel Yonover, 9008 Indianapolis
Boulevard, Highland, Indiana, 46322.