

665943

# Lease

This Indenture, Made this 17<sup>th</sup> day of APRIL 19 82

by and between FIRST NATIONAL BANK VALPARAISO

partY of the first part, and Walter R. & Jessica Mybeck, Husband and Wife  
partY of the second part, witnesseth: That said first party, in consideration  
covenants of said second part Y, hereinafter set forth, doth by these presents lease  
second party the following described property, to-wit: The home located at 139  
Blvd., Leroy, Indiana (See attached legal description)

ST. JOHNS ANNALS NO. 1  
FILED FOR RECORD  
WILLIAM DIEBES JR  
RECORDER  
APR 19 2 45 PM '82

The said party of the Second Part agrees as follows:

1. That they shall be responsible for any loss or damage caused by their negligence or by any of their invities or family members.
2. Second party agrees that in the event payments are not made when due (10 day grace period) they shall pay a 6% per month late charge for each late payment.
3. Second party agrees to provide very minor repairs such as bad washers to faucetts, etc., however, should anything of more serious nature arise, the Second party will immediately contact First party. The First party is financially responsible and will advise course of action to initiate to restore to proper condition repairs required.
4. Second party agrees to provide all heat and utilities at their expense. Second party is to furnish and maintain water softener.
5. Second party agrees that above premises cannot be used to run a business nor display business signs of any kind on the exterior of this property.
6. Second party is permitted to erect fencing and/or barn at Second party's expense, if they elect to do so. Inside the home, Second party at Second

partys' expense may remove wrought iron railing around stairwell and erect studding and dry wall enclosure, to be finished in decor and keeping with dining room and kitchen walls. (CONTINUED ON REVERSE SIDE)

To have and to hold the same to second part, from the 1st day of May 19 82, to the 1st day of November 19 83;

And said second party, in consideration therefor, covenants and agrees to pay said first part y, as rent for said premises, the sum of Five Hundred-Fifty and no/100-----  
-----\$550.00----- dollars, rent per Month, payable in Monthly

installments, without relief from valuation and appraisement laws, as follows:

\$550.00 has been paid to the First Party by the Second party at execution of this Lease representing one months' rent in advance. Second Party has given First party a security deposit of \$550.00, also. In addition, Second party has given First party an additional \$1,650.00 representing consideration for First party granting an eighteen month OPTION TO PURCHASE above property to Second party as outlined in Item 8 of this lease.

~~with % interest on each installment after the same becomes due, and attorney's fees. The said second part further covenants, that will use said premises in a careful and proper manner, and commit no waste thereon; that 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, without the written consent of said first part and that at the expiration of the time mentioned in this lease, peaceable possession of said premises shall be given to said first part 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 part of any of the covenants hereinafore or hereafter mentioned, by to be kept and performed, the said first part may, at election, re enter and take possession of said premises; and said second part 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 part to declare this lease forfeited upon the default of said second part, 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 part hereinbefore or hereafter mentioned, shall not operate to bar, abridge or destroy the right of said first part to declare this lease null and void upon any subsequent forfeiture or cause of forfeiture of this lease by said second part. The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.~~

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

17<sup>th</sup> day of APRIL 19 82

FIRST NATIONAL BANK VALPARAISO (Seal) Walter R. Mybeck II (Seal)  
Walter R. Mybeck II  
JESSICA MYBECK (Seal)  
Jessica Mybeck

This instrument prepared by: Jessica Mybeck



Part of the Southeast 1/4 of the Southeast 1/4 of Section 30, Township 34 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the East line of said Section 30, 934 feet Northerly of the Southeast corner of said Section 30; thence Westerly on a line parallel to the South line of said Section 30 a distance of 933 feet; thence Northwesterly at an angle of  $135^{\circ}15'$  with the preceding line a distance of 558.10 feet to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 30; thence Easterly along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 30, a distance of 1327.04 feet to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 30; thence Southerly along the East line of the Southeast 1/4 of the Southeast 1/4 of said Section 30, a distance of 395.14 feet to the point of beginning.

*J. W. M.*