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685129 REAL ESTATE LEASE

THIS AGREEMENT, made and entered into by and between LAKE MICHIGAN SALES, INC., An Indiana Corporation (hereinafter called Lessor), and HOLLIDAY HEALTH CARE, P.C. (hereinafter called Lessee),

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:

One story storeroom located at 8410 Maple Street, Gary, Indiana. Approximately 720 Sq. Ft.

STATE OF INDIANA  
FILED FOR RECORD  
OCT 25 11 32 AM '82  
WILLIAM BIELSKI JR  
RECORDER

to have and to hold unto said Lessee for a term of twenty (20) years beginning on the 1st day of July, 1982, and ending on the 30th day of June, 2002, and in consideration therefore Lessee does agree to pay rental in the amount of \$ 53,850.00, payable in installments of \$ 200.00 per month\*, the first payment being due and payable on the 1st day of July, 1982, and a like sum on the 1st day of each month thereafter during the term of this lease, with interest at the rate of \_\_\_% 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 1136 Wayne Street, City of Gary, State of Indiana, or such other place as Lessor may designate in writing. \*July, 1982-Dec., 1982, \$200 per month; Jan., 1983-Dec. 1983, \$225 per month and thereafter \$225 per month, plus an amount equal to the Chicago Metropolitan Costs of Living Index.

Use of Premises

Lessee does covenant and agree that said premises shall be used for the following purposes, and no others: Medical Offices

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.

Handwritten signature or initials.

## **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, loss 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\* ~~but shall be limited in amount to the remaining value of the improvements in the leasehold provided by Lessee.~~ 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.

\*but shall be limited in amount to the remaining value of the improvements in the leasehold provided by Lessee.

## Risk of Loss

In case any building on said premises, or any substantial part of said premises, without any fault or neglect of either party, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, then this lease may be cancelled or terminated by either party at their election, subject, however, to the following: None

## Lessor May Mortgage Premises

The Lessor may at any time mortgage the demised premises, or any part thereof, and this lease shall be subordinate to the lien of any such mortgage; and Lessee agrees to execute any documents which may be required by any lending institution for the purpose of such a subordination; provided, however, that any such mortgagee shall be required to give notice of any default to Lessee and Lessee shall have the opportunity to correct any such default and to credit the same against all sums due and to become due under this lease, and to recover from Lessor the excess of such cost over said sums.

## Notices

Any notice to be given under this lease shall be made in person or by certified mail to Lessor at Lake Michigan Sales, Inc., ATTN: Joseph H. Scheck  
1136 Wayne St., Gary, Indiana, and to Lessee at 8410 Maple Avenue, Gary, IN, or to such other address as may be given by either party in writing, in person or by certified mail. Notice, if made by certified mail, shall be deemed given on the date of postmark.

## Additional Covenants

1. Lessor agrees to install a new 3 ply tar roof covered with gravel over 8410 and 8412 Maple and 1005 Shelby (all one common roof), and if necessary 1001 Shelby.
2. Lessor shall install a brick veneer in the front of 8410 Maple Avenue after the Lessee has prepared the window and framing to receive the veneer.
3. Lessor agrees to compensate the Lessee, a reasonable amount for the purchase of a new furnace, lavatory and water closet. Lessor shall make said payment within a reasonable time after installation of furnace and plumbing.
4. Lessor shall clean out the rear hallway and allow the use of the rear hallway for exit of clients of Lessee from 8410 Maple.
5. Lessor agrees to allow Lessee to make improvements in the rear hallway and rear exterior and interior entrances to accommodate said flow of patients.
6. Lessor agrees to cooperate with Lessee to improve the parking areas and landscaping to the south and east of the leased premises

(See Attachment)

This lease, and the covenants herein contained, shall extend to and be binding upon the heirs, executors and assigns of the parties to this lease.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 1st day of July, 1982.

HOLLIDAY HEALTH CARE, P.C.  
Alfonso D. Holliday (Seal)  
ALFONSO D. (Lessee) HOLLIDAY  
President

LAKE MICHIGAN SALES, INC.,  
An Indiana Corporation  
BY: Joseph H. Scheck (Seal)  
JOSEPH H. (Lessor) SCHECK, President

\_\_\_\_\_  
(Lessee) (Seal) \_\_\_\_\_ (Lessor) (Seal)

State of Indiana }  
County of Lake } ss:

Before me, a Notary Public in and for said County and State, on this July 1, 1982  
personally appeared Alfonso D. Holliday  
and also appeared \_\_\_\_\_  
and each acknowledged the execution of the above and foregoing Lease to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

Julian B. Allen  
Julian B. Notary Public

My commission expires February 9, 1984  
Resident of Lake County

State of Indiana }  
County of Lake } ss:

Before me, a Notary Public in and for said County and State, on this July 1, 1982  
personally appeared Joseph H. Scheck  
and also appeared \_\_\_\_\_  
and each acknowledged the execution of the above and foregoing Lease to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

Julian B. Allen  
Julian B. Allen Notary Public

My commission expires February 9, 1984  
Resident of Lake County

This instrument was prepared by Julian B. Allen Attorney at Law  
2009 Broadway, Gary, Indiana 46407

7. Lessor also agrees to work with Lessee to provide a system of refuse collection for the building and snow removal in the parking areas and sidewalks and to keep the grounds around the leased premises clean and attractive.
8. Lessor agrees to not unreasonably withhold permission from Lessee to make future improvements at 8410 Maple.
9. Lessor grants to Lessee the right of first refusal to lease 1001 Shelby and 8412 Maple. Lessor agrees to make 1001 Shelby Street available within a six month period when the lease is entered into between Lessor and Lessee. The sq. ft. rental price for 1001 Shelby and 8412 Maple shall be the same rate as is current for 8410 Maple and increases at the same rate. The lease term shall run concurrent with the balance on the lease at 8410 Maple. The right of first refusal expires after December 31, 1985, on 1001 Shelby but continues until such time as 8412 Maple is vacant.
10. Lessor agrees to give Lessee the right of first refusal in the event a sale is contemplated for the entire building.