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FIRST AMENDMENT TO LEASE DATED JANUARY 31, 1983
BETWEEN BERNARD H. SCHENK AND HUGH J. McLAUGHLIN & SON, INC.

THIS AGREEMENT, entered into this 27th day of April, 1984, by and between BERNARD H. SCHENK, hereinafter referred to as "Lessor" and HUGH J. McLAUGHLIN AND SON, INC., an Indiana corporation, hereinafter referred to as "Lessee":

WITNESSETH:

WHEREAS, on January 31, 1983, the parties entered into a lease for the parking lot located on the property at 616 Thomas Street, Crown Point, Indiana, more particularly described as follows:

Part of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M., more particularly described as follows: Commencing at a point in the center of Thomas Street, which is 165 feet North of the center line of Monitor Street; thence North 168.96 feet; thence East 322.08 feet; thence South 168.96 feet; thence West 322.08 feet to the point of beginning except the West 160 feet thereof.

;and

WHEREAS, since the date of execution of the lease, the parties have found that certain terms of the lease should be amended.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN AND THE ACTS DONE PURSUANT THERETO, the parties agree as follows:

1. That paragraph 1, Term of Lease, of the lease should be amended as follows:

1. TERM OF LEASE

The term of the Lease shall be for twenty (20) years commencing on the 1st day of February, 1983 and terminating on the 31st day of January, 2003. The Lessor agrees to put the Lessee in possession of said property on the date at the beginning of the term of this Lease.

2. That paragraph 2, Rent, of the lease should be amended to read as follows:

2. RENT

The Lessee agrees to pay as rent for the term of said Lease the sum of \$700.00 per month, payable in advance on the 1st day of each month beginning on the 1st day of February, 1983. All payments of rent are to be made to such persons and at such places

Lessee no. 755035

MAY 2 10 40 AM '84
WILLIAM BIELSKY JR
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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as the Lessor may from time to time designate. All payments of rent shall be without relief of valuation and appraisal laws.

Beginning on February 1, 1988, and once each year thereafter, the Lessor shall have the option to increase the monthly rental to a maximum of five percent (5%) over the then present rental. The Lessor shall notify the Lessee in writing by January 1 of the increase and all new rentals shall commence on the February 1st following the increase and remain in effect for at least eleven (11) months thereafter. The new rental shall continue for the remainder of the term unless subsequently modified.

3. That paragraph 5, Repair and Replacements, of the lease should be amended to read as follows:

5. REPAIR AND REPLACEMENTS

The Lessee shall be responsible for the maintenance, repair and replacement of the parking lot and any other improvements on the premises or subsequently placed on the premises by the Lessee. Any improvements placed on said property shall be maintained in a safe and sightly manner. In the event the Lessee fails to commence making any repairs or maintenance within five (5) days after the Lessor gives notice requesting the Lessee to do so, or fails to complete the same properly, the Lessor may make such repairs, replacements and maintenance and charge the costs thereto to the Lessee which shall be paid with the next month's rental payment.

4. That paragraph 16, Right of First Refusal, of the lease shall be eliminated.

5. The parties agree that the amendments to said lease shall become part of the original lease upon the date of execution of this amendment as if they were included in the original lease, and those portions of the lease unmodified and not deleted shall remain as they were originally written and executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first written above.

LESSOR:



BERNARD H. SCHENK

LESSEE:

HUGH J. McLAUGHLIN & SON, INC.

BY:



BERNARD H. SCHENK, President

ATTEST:



BLANCHE P. SCHENK, Secretary

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bernard H. Schenk, who acknowledged the execution of the above and foregoing Amendment this 27th day of April, 1984.

Barbara J. Polen
Notary Public Barbara J. Polen

My Commission Expires: 7-16-85
County of Residence of Notary Public: Lake

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bernard H. Schenk and Blanche P. Schenk, the President and Secretary respectively of Hugh J. McLaughlin and Son, Inc., who acknowledged the execution of the above and foregoing Amendment this 27th day of April, 1984.

Barbara J. Polen
Notary Public Barbara J. Polen

My Commission Expires: 7-16-85
County of Residence of Notary Public: Lake

This instrument prepared by Herman Barber, attorney at law.