James Hologother 1000 & 80 Miller mendbulle

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# 806086 REAL ESTATE LEASE

ASSOCIATION, ASSIGNEE OF RENTS	_(hereinafter called Lessor), and
	-(nerematter caned tressor), and
GARY CHECK CASHER NO. /#2	(hereinafter called Lessee),
WITNESSETH:  LESSOR, in consideration of the rents and covenants herein contain	ed, does hereby lease to LESSEE
the following described real estate in the City of, and State of Indiana, to-wit:	County of Lake
Lots 21, 22 and the south 3 feet, six inches of 35, Gary Lake Company's First Subdivision in the as shown in Plat Book 6, Page 15 in the Office of Lake County, Indiana, commonly known as 792 Indiana 46202	he City of Gary, of the Recorder
to have and to hold unto said Lessee for a term of ginning on July 25, 1983 and ending on July 31, 1 ments during the term as follows:	.983, with monthly pay
1st lease year \$1,000 2nd lease year \$1,100 3rd lease year \$1,210 4th lease year \$1,331 5th lease year \$1,464	6 12 02 PH 1
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Tirst I	payment being due and payable on
the 25th day of July , 19 83, and a like sum on the	1st day of each month
thereafter during the term of this lease, with interest at the rate of 14 %	per annum upon each installment
after the same becomes due, and with attorney fees in the event of default	
under shall be payable without relief from valuation or appraisal laws, at_	1000 East 80th Place
WAXX Town of Merrillville , State of Indiana may designate in writing.	
Use of Premises	
Lessee does covenant and agree that said premises shall be used fo	r the following purposes, and no
others: Currency Exchange	
	A

## 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.

(6°)

#### 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.

### REPORTED AND A CONTROL OF THE PARTY OF THE P

#### 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 between the amount so obtained, and the rent hereinabove reserved. 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.

#### 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,				
l o	essor May Mortgage Premises			
be subordinate to the lien of any s be required by any lending institut such mortgagee shall be required to tunity to correct any such default a	e mortgage the demised premises, or any part thereof, and this lease shall such mortgage; and Lessee agrees to execute any documents which may confor the purpose of such a subordination; provided, however, that any conformation give notice of any default to Lessee and Lessee shall have the opportund to credit the same against all sums due and to become due under this he excess of such cost over said sums.			
	Notices			
Any notice to be given unde 1000 East 80th Place, Merrillville, IN 46410	r this lease shall be made in person or by certified mail to Lessor at c/o Joel Brosk, 101 North Wacke, and to Lessee at Drive, Suite 1130, Chicago, IL			
	given by either party in writing, in person or by certified mail. Notice, deemed given on the date of postmark.			
	Additional Covenants			
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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.

#### ADDITIONAL COVENANTS

- A. The Lessor shall have the right to sell this property. free of the lease at any time during the term of the lease, provided a right of first refusal is given. If the Lessor or Lessor's successor shall, during the terms of this lease, receive a bona fide written offer to purchase the demised premises or any part thereof, which offer shall be acceptable to the Lessor or such future Lessor, the Lessor or future Lessor shall give to the Lessee the privilege of purchasing the demised premises on the same terms, conditions and price as are contained in the acceptable offer. Lessor shall give such offer to Lessee by written notice given in accordance with the provisions hereof, setting forth the identity of the person or firm making the acceptable offer and the price, terms and conditions of the acceptable offer, and shall require the Lessee within twenty (20) days of the receipt of such notice, to sign a suitable contract of purchase consistent with the terms set forth in said notice. If the Lessee shall fail to accept such offer and sign a suitable contract as determined by the Lessor within the time allowed, this first refusal and the right and privilege given to the Lessee shall be null and void and the Lessor or any future Lessor shall be free to sell the demised premises to the purchaser named in the notice to Lessee, free and clear of the rights of the Lessee hereunder, which includes this right of first refusal and the term of the lease. The Lessee shall then become a month-to-month tenant at the rental set out for that particular year. Any sale to Lessee shall be subject to such other terms, conditions, covenants, restrictions, liabilities and encumbrances, as may be set forth in the bona fide offer to purchase, which was the subject of the notice to the Lessee or to which the demised premises shall be subject.
- B. This lease is made pursuant to a conditional assignment of rentals dated February 27, 1981, recorded as document No. 620093 with the Recorder's Office of Lake County, Indiana, which is attached hereto and made a part of this lease.
- C. This lease is subject to the terms and conditions of the Rider attached to the lease and marked Exhibit "A". The lessee shall have all of the rights and obligations set out in said Rider, as if the language were made a part of this lease. This Rider was made as part of a proposed lease between S. Ryan as a Lessor and the numbers of the Rider do not correspond with the numbers of this Lease, but are nevertheless incorporated.

IN WITNESS WHEREOF the s	aid parties have hereunto set thei	r hands and seals this_	5/n <sub>day</sub>
of SEPTEMBER 19	,	I Italias and books these	
GARY CHECK CASHER #2, INC.	1 <u>0.3.</u>		
By: Unwel Lelle		- Au an ( ) -	(Seal)
President (Lessee)	(Seal) KWa	(Lessor)	(Sear)
	У _	$\rightarrow$ $\wedge$ .	
By: Jw. Avandoffer	(Seal) Ourab	X. X/053	(Seal)
Sedretary (Lessee)'	, , , , , , , , , , , , , , , , , , , ,	(Lessor)	
<i>V</i> Illinois		$\cup$	
State of Madhagae			
County of Cook ss:			
Before me, a Notary Public in and for said County	and State, on this		A STATE OF THE STA
personally appeared JOSEPH WOLFBERG	. President	•	
and also appeared LEONARD KELLER,	•		
and each acknowledged the execution of the above	e and foregoing Lease to be his and her volu	intary act and deed.	
MINESS my, hand and Notarial Seal.			
0.70	Don	John,	
		Notate Public	
		<b>0</b> \.	
My commission expires 6-24-8	Resident of	Cook	County
anni anti			
•		• •	•
· · · · · · · · · · · · · · · · · · ·		A Company	
State of Indiana ss:		er en	
County of Lake		,	10 m
Defore me, a Notary Public in and for said County	and State, on this 5th day of S	eptember, 1983	
personally appeared James J.L. Dance			
and also appeared Sara R. Glass,	President and Cashier pursuant to the author	of Bank of India:	na, and
and each acknowledged the execution of the above	OT Indiana		
AN PUR			
WITNESS And and Notarial Seal.			
Capill *	9	0 1/0	
( DUAL E	James 0	Notice Public	<u>a</u>
5/16/88	$\mathcal{O}$	Trouty Fuoice	
Mu commission arnires 5/16/88		Lake	
My commission expires		Lake	County Same
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	olcomb, Lucas, Holcomb o	Medrea Allo	mon at I am
This instrument was prepared by <u>James A. H.</u> 1000 E. 80th Pl	ace, surre our south, me	errillville, in 4	6410
This instrument was prepared by <u>James A. H</u> 1000 E. 80th P1	COPYRIGHT THE ALLEN COUNTY INDIA	ANA BAR ASSOCIATION: INC. (HE	6410 1111" V. JUNE 1978)
This instrument was prepared by <u>James A. H</u> 1000 E. 80th Pl	COPYRIGHT THE ALLEN COUNTY INDIA	ANA BAR ASSOCIATION, INC. (RE	6410 1978) V. JUNE 1978)
1000 E. 80th Pl	COPYRIGHT THE ALLEN COUNTY INDIA	NA BAR ASSOCIATION, INC. (RE	V. JUNE 1978)
Guarantor's guaranteed payment of thereof. If the Lessee defaults	GUARANTY  Frent under the attached lead in the payment of any instal	se, pursuant to the Iment of rent, Guara	terms
Guarantor's guaranteed payment of thereof. If the Lessee defaults shall pay the amount of such inst	COPYRIGHT THE ALLEN COUNTY INDIA GUARANTY Frent under the attached lead in the payment of any install callment within ten (10) days	se, pursuant to the liment of rent, Guara after receipt of no	terms intor otice
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