

Richard J. Horvath
13947 Riverside Ave
Chicago, Ill.

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LEASE

This Indenture, Made this 7th day of February 19 86
by and between JOSEPH COLEMAN and MILDRED F. COLEMAN, his wife,

part ies of the first part, and HOYT JERNIGAN,

part y of the second part, witnesseth: That said first part ies in consideration of the covenants of said second part y , hereinafter set forth, doth by these presents lease to said second part y the following described property, to-wit:

Lot Twenty-Five (25), Block One (1), Turner's First Addition to the City of Hammond, as shown in Plat Book 7, page 31, in Lake County, Indiana.

Address of Property: 5752 Calumet Avenue
Hammond, Indiana

FEB 28 11 11 AM '86
RUDOLPH CLAY
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

To have and to hold the same to second part y , from the 7th day of February 19 86, to the 6th day of February 19 91 ;

And said second part y , in consideration therefor, covenants and agrees to pay said first part ies as rent for said premises, the sum of TWELVE THOUSAND AND NO/100 (\$12,000.00)----- dollars, rent per term , payable in monthly installments, without relief from valuation and appraisal laws, as follows: TWO HUNDRED AND NO/100 (\$200.00) DOLLARS on the 7th day of each month

with.....no.....% interest on each installment after the same becomes due, and attorney's fees. The said second part.y. 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 term or any part thereof to be sold on execution or other legal process, without the written consent of said first part.i.e 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.y... of any of the covenants hereinbefore or hereafter mentioned, by..... to be kept and performed, the said first part.e.Smay, at.....their.... 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.i.e to declare this lease forfeited upon the default of said second part.y., 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.....

This Instrument Prepared by:

[Handwritten signature]

And it is further covenanted and agreed between said parties:

That at any time within the term of this Lease, second party shall have the right to purchase the entire premises known as 5752 Calumet Avenue, Hammond, Indiana, and legally described as follows:

Lot Twenty-Five (25), Block One (1), Turner's First Addition to the City of Hammond, as shown in Plat Book 7, page 31, in Lake County, Indiana.

for the sum of SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS and it shall be the duty of First Parties to aid Second Party in securing financing for the extent same is required.

THE INDIANA THREE WAY PERMIT BEER-WINE & WHISKEY, CAN NOT BE SOLD OR MOVED FROM THIS BUILDING - 5752 CALUMET AVE HAMMOND INDIANA UNTIL BUILDING IS SOLD

Joseph A. Coleman
WITNES
WITNES *Hart Ferguson*
W. Troper

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties of this lease.

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

7th day of February 19 86.

Joseph A. Coleman (SEAL) *Hart Ferguson* (SEAL)
JOSEPH COLEMAN
Mildred F. Coleman (SEAL) (SEAL)
MILDRED F. COLEMAN

STATE OF INDIANA,

County, ss:

Before me, the undersigned, a Notary Public in and for said County, this 7th day of February 1986, personally appeared the within named Joseph Coleman and Mildred F. Coleman, his wife,

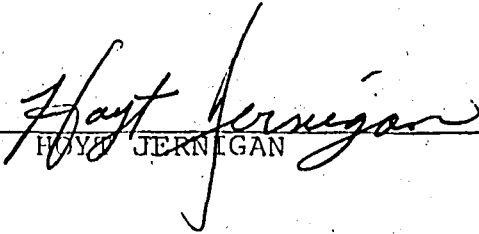
lessor and lessee, and acknowledged the execution of the within lease.

Witness my Hand and Official Seal

My Commission expires 9-15-88 *Joseph John Maljok* Notary Public

GENERAL ASSIGNMENT

For value received, the undersigned hereby assigns to WILLIAM E. FRAZIER one-half (1/2) of the undersigned's rights, title and interest in and to that certain contract dated February 7, 1986, between the undersigned and JOSEPH COLEMAN and MILDRED COLEMAN, his wife, and the undersigned, concerning the purchase and lease of the tavern commonly known as "TINIE TAP", located at 5752 Calumet Avenue, Hammond, Indiana, a copy of which is attached hereto dated February 7, 1986.


HOYT JERNIGAN

ACCEPTANCE

WILLIAM E. FRAZIER hereby accepts the above described contract, subject to the terms and conditions above.


WILLIAM E. FRAZIER

Dated: Feb 7, 86