

977 Vermillion

2990771

# Lease

This Indenture, Made this 14 day of \_\_\_\_\_ 1988

by and between Charles M. Gilkey (hereinafter referred to as the Lessor), party of the first part, and James & Linda Carothers (hereinafter referred as Lessee) party of the second part, witnesseth: That said first part y , in consideration of the covenants of said second part y , hereinafter set forth, doth by these presents lease to said second part the following described property, to-wit:

4134 West 23rd Avenue  
Gary, Indiana 46404

## FILED

AUG 4 1988

Tarrytown 2nd Sub., Lot 14  
Block 12 Key No.: 47459-14

*Anna M. Anton*  
AUDITOR LAKE COUNTY

LILLIAN A. BLASTICK  
RECORDER, LAKE COUNTY  
CROWN POINT, INDIANA 46307

AUG 4 2 05 PM '88

FILED FOR RECORD

To have and to hold the same to second part y from the July 1 day of \_\_\_\_\_ 1988, to the 30th day of June 1989;

And said second part y , in consideration therefor, covenants and agrees to pay said first part y , as rent for said premises, the sum of Two hundred seventy-five (\$275.00) dollars, rent per month , payable in

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

The Lessor holds the Lessee harmless for the payment of property taxes and assessments on the leased premises.

with 10 % 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 lessee 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 y and that at the expiration of the time mentioned in this lease, peaceable possession of said premises shall be given to said first part y 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 lessee be kept and performed, the said first part y may, at his 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 y 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 covenant's of the said second part y 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 y. 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

\_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_  
*Charles M. Gilkey* (Seal) \_\_\_\_\_ (Seal)  
*James & Linda Carothers* (Seal) \_\_\_\_\_ (Seal)

This instrument prepared by: *Paula Gilkey*