Bruce Com alty 3799 Circhallan. 21 hake Ha 46405

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REAL ESTATE LEASE

This agreement made and entered into between WALTER COFFMAN AND DENISE COFFMAN (hereinafter called Lessor) and FRANCIS BICKETT AND SAMMY D. BICKETT (hereinafter called Lessee).

## WITNESSETH:

Lessor, in consideration of the rents and covenants herein contained, does hereby lease to the Lessee the property commonly known as 2581 Marion Street, Lake Station, IN 46405. The Lessee shall have and hold said property for a term of approximately Twelve (12) Years. The lease shall begin on the 5th day of January, 1992, and end on the 5th day of September, 2004.

In consideration thereof Lessee does agree to pay monthly rental in the amount of Two Hundred Eighty Eight Dollars and Thirty Nine Cents (\$288.39), payable on the fifth day of each commonth until January 5, 1999. On January 6, 1999, the Lessor shall have the option of maisting the Rectorded ditional Ten percent (10%) until the expiration of this lesse. Lessee agrees to pay Lessor a late fee of Five Dollars (\$5.00) per day for every day that the Lessee fails to pay the rent after the 15th day of each month. The Lessee agrees to pay all attorney fees, and court costs in the event of default. All sums due from Lessee hereunder shall be payable victorit relief from valuation or appraisal laws at 6465 Evergreen Ave #208 Portage, IN 1631, E

Lessee does covenant and agree that said premises shall becound used for the following purposes and no others: ONLY IMMEDIATE FAMILY MEMBERS MAY OCCUPY SAID DWELLING AND NO OTHERS; NO BUSINESS SHALL OPERATE FROM SAID PREMISES WITHOUT THE EXPRESS PERMISSION OF THE LESSOR.

## ACCEPTANCE OF PREMISES

Lessee has examined premises prior to and as a condition precedent to his acceptance and the execution of this agreement and is satisfied with the good condition of the premises and his execution of this agreement is conclusive evidence of that acceptance. He further represents that no representation of the condition or repair of the premises has been made by Lessor or his agent, either express or implied. Lessee further agrees that no holding over beyond the expiration of the terms of this lesse shall constitute a renewal or extension of the terms of this lesse except upon a written consent of the Lessor.

## RISK OF LOSS

In case any building on said premises or any substantial part of said premises, without the fault or neglect of either party, shall be destroyed or so injured by the elements or other cause, so as to be unfit for occupancy, this lease may be

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1. Lessee, nor any member of his family nor any other person or person shall keep eny animals on the premises and vill not permit the premises to be used for any unlawful purpose or purposes. 2. Lessee shall permit reasonable inspection of the premises by Lessor or his agent and shall abide by any reasonable requests of the Lessor concerning the cleanup and repair of said premises, promptly. Failure to so comply by the Lessee shall, as with Lessee's failure to comply with any portion of this agreement, constitute breach of the agreement and such default may incur penalties as granted herein or immediate eviction, at the option of the Lessor.
3. 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, but Lessee shall not assign this lease except with the permission, in writing, of the Lessor. 4. Lessee shall not build, remodel, improve, or change the appearance or structure of the premises without the express written permission of the Lessor. 5. Notwithstanding the aforementioned amounts to be paid as rents, the Lessee agrees to pay to the Lessor any additional amounts in taxes, insurance or otherwises that the Lessor may be required to pay because of Lessee building, remodeling, or improvements of the premises. If I have been building, remodeling, or This Document is the property of Lessee shall keepe prants estants Recorderightly and healthful condition, and in good repair, all at his own expense, and shall yield back said premises to Lessor in the same good condition as Lessee received upon termination of the lease whether termination occurs by term expiration or other manner. If Lessor must effect repairs or cleanup or replacement of any portion of the premises resulting from Lessee's neglect or damage caused by Lessee, then Lessee will pay Lessor for such costs as Lessor may incur, in addition to the rent owed under the terms of this agreement. Lessee shall not commit waste or misuse of the premises. FURTHER COVENANTS Lessee will pay all bills, charges for water, sewer, gas, electric and heating costs which are used for said premises during the term of this lease; that if there are any premium increases on the insurance of the premises resulting from violations of any governmental vules, regulations or laws by Lessee, that Lessee shall repay such increase to Lessor. Lessee will not sublet or underlet said premises. COVENANTS OF LESSOR Lessor, for himself and his heirs and assigns, hereby covenants and agrees with Lessee that so long as Lessee fulfills and performs his obligations under this agreement, that Lessee will peaceably and quietly hold, occupy said premises without any hinderance or molestation from Lessor or any person or persons lawfully claiming under him. Lessor shall not be liable to persons or to the property of third persons occasioned by the failure of Lessor to maintain premises in repair, all claims for such damages being hereby expressly waived by Lessee; and provided further that Lessor covenants and warrants that the leased premised may be lawfully used by Lessee for the purposes for which premises 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 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 10 days after written notice from Lessor setting forth the nature of such default; or Lessee shall be adjudged a bankrupt,

canceled or terminated by either party at their election, subject however to the following: THAT THE LESSEE MUST PROVIDE THE LESSOR NOTICE IN WRITING OF HIS ABANDONMENT OF THE LEASE.

ADDITIONAL COVENANTS

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or shall make an assignment for the benefit of creditors, or if the interest of said Lessee hereunder shall be sold under execution or some 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 then be immediately lawful for the Lessor, his heirs or assigns or an agent of same, to enter into said premises and have again, 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, of the right of the Lessor to recover from said Lessee or assigns, all rent up to time of repossession of premises by Lessor, costs, interest, attorney fees, and other expenses as may have been incurred by Lessor, at his election, may sublet premises for the remainder of said term for the highest rent obtainable and recover from Lessee any deficiency between rent obtained and rent that would have been paid under the terms of this agreement.

Failure 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, whether of a repeated nature or not,

by his heirs and/or assigns.

IN WITNESS THEREOF, the said parties have hereunto set their hands and seals this day of and 1997 and in so doing testify that they have both carefully head this agreement before signing.

NOT OFFICIAL

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FRANCIS BICKETT, LESSEE COUNTY Recorder! LESSOR
Jammy Deckett Wall Cold
SAMMY D. BICKETT, LESSEE WALTER COFFMAN, LESSOR
ACKNOWLEDEGMENT
STATE OF INDIANA ) ( )
COUNTY OF LAKE ) SS
Before me, a Notary Public in and for said County and State,
personally appeared Francis Bickett Survey D Bickett - DENISE Coffman
Whater Coffined Woman Woman of the foregoing Option to
Purchase Real Estate.
Witness my hand and Notarial Seal the 12th day of
ham 444 19 01
Signature Narleyn Colling Coffman
The state of the s
My Commission Expires: Printed DARIGNE KATHRUN COFFMAN
January 21, 1993
This instrument was prepared by: Buce Cara 3799 Central Que
Attorney at Law Salation of Yeyou

Legal Description:

Greater Riverview Add. Lot 10 and 11, Block 2 and including all improvements thereto either permanently installed or which belong to or are used in connections with the real estate, wherever located, such as electrical or gas fixtures, heating equipment, hot water heater and water softener (if not leased); window shades and venetian blinds, curtain and drapery poles and fixtures; screens, storm doors and windows, and awnings; television and radio antennae

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