FILED

Lake County Trust Co. 2200 N. Main St. P.O. Box 110 Crown Point, IN

FEB 28 1992

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and n. antow office lease agreement

This Agreement is made this <u>20</u> day of <u>February</u> 1992, by and between Lake County Trust No. 3842 (hereafter "Lessor") and William-J. Critser and Jean A. Critser (hereafter "Lessee").

Record and return to:

Lessor hereby leases to Lessee the following real estate-located in Crown-Point.

Lake County, Indiana, to-wit:

One-half of the 2nd story of the building located on the following described real estate: The North 17 feet of Lot 5 and the South 3 feet-of Lot 6 in Central Addition to the City of Crown Point, Indiana, as shown in Plat Book "D" page 395, in Lake County, Indiana, together with the vacated West 10 feet of the alley adjoining said Lots on the East. Commonly known as 120 South Main Street, Crown Point, Indiana.

all on the following terms and conditions:

#9-16-5

MARCH. The term of this Lease is for five (5) years beginning

MARCH. 1997,

subject to a renewal option as outlined in Paragraph: 4 below, entitled Renewal Option

- Rental Ational The Cutshally be Ewo Flours and Four Hundred Dollars (\$2,400.00) per year payable at the rate of Two Hundred Dollars (\$200.00) per month beginning

 Mach 1992 and on the first day of each month thereafter.
- Condition of Premises Lessee accepts the premises "as is" dessor shall have the right to sell trade fixtures, provided the premises are restored in a manner suitable to Lessee for its purposes and further that Lessee's day-to-day business is not disrupted:
- 4 Renewal Lessee may consynthis Agreement at the end of the term for an additional five (5) years on the same terms
- 5 <u>Use of Premises</u> Lessee shall use the premises for offices and none other without prior written consent of Lessor.
- 6. <u>Trade Fixtures</u> Lessee shall provide such fixture at its expense as are needed. Said fixtures may be removed at the end of the Lease subject to repair of damage occasioned thereby
- Improvements: Lessee may make such improvements (at its expenses) as are reasonably necessary for its business, provided that all partition walls plumbing, electrical and the like remain and become Lessor's property upon termination. All improvements shall first be consented to by Lessor in writing and shall be accomplished in accordance with all applicable building and construction codes. Lessee shall obtain and pay all fees in connection therewith

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- S. Insurance Lessee shall maintain public liability insurance as it and Lessor shall agree to from time to time. Lessee shall further insure its contents and fixtures against loss from all perils at its expenses, and expressly releases Lessor from all liability due to loss. Lessee shall provide Lessor with current certificates verifying the existence of the foregoing with notice provision of cancellation.
- 9. <u>Basement</u> Lessee shall have use of the basement after June 1, 1992. subject to Lessor's rights therein. The Lessee's area shall be by mutual agreement.
- 10. <u>Default.</u> Failure to abide by these terms shall give Lessor the right to terminate this Lease upon ten (10) days' notice unless such default is cured within said period of time
- 11. Surrender: At the expiration of the Lease, the Lessee shall surrender the lease property in as good condition as it was at the beginning of the Lease, reasonable wear and tear and damages by the elements excepted.
- 12. Governing law and Attorney Rees This Lease is governed by the laws of the State of Indiana. Should Lessor employ the services of an attorney to enforce this Lease, it shall be entitled to recover the reasonable cost of said services
- Assignment/Subletting This Lease shall not be assigned or any subletting hereunder by Lessee without the express consent of Lessor
- 14. Entire Agreement/Modification. This constitutes the entire agreement.

 Any modifications shall be in writing and executed by all the parties hereto
- 15. Notice: All notices to Lessor shall be given in care of Bruce A. Lambka,

 120 1/2 South Main Street. Crown Point Indiana 46307 All notices to Lessee shall be
 given at 120 1/2 S MAIN STREET

IN WITNESS WHEREOF, the parties have executed the document on the date set forth above at Crown Point. Indiana

LESSOR:

LESSEE:

LAKE COUNTY TRUST NO 3842
SEE SIGNATURE PAGE ATTACHED

WILLIAM J. CRITSER

TEAN A. CRITSER

STATE OF INDIANA

))SS:)

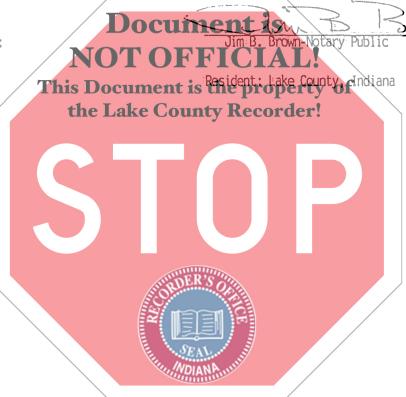
COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said COUNTY and STATE, personally appeared the within named, William J. Critser and Jean A. Critser, who acknowledge the execution of the foregoing instrument as their free and voluntary act.

WITNESS my hand and seal this 20th day of February, 1992.

My Commission Expires:

January 28, 1994



It is expressly understood and agreed that this bease is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this lease contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to penform any covenant, either expressly or impliedly herein contained, or to keep, perserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary or beneficiaries of said Trust.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY-TRUST COMPANY, personally is not as "Transferor" under the Act and makes no representation concerning any possible environmental defects. In making any warranty therein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

PAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated lane 8, 1988

and known as Trust No. 3842

8Y: Markette J. Mechanican

ATTEST:

BY: Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA

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COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 20th day of February , 1992

Saura S. (Macroson)
Laura L. Anderson Notary Public

Resident: Lake County, Indiana.

My Commission Expires:

November 11, 1995