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92035594

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE evidences the existence of a lease dated MARCH 31ST, 19 92, (the "Lease") made by HENRY N. BIEKER, JR. a/k/a HENRY N. BIEKER and HENRY N. BIEKER, INC., as lessor/landlord and TERRY DITTRICH CHRYSLER PLYMOUTH, INC., as lessee/tenant, of premises located in Lake County, Indiana, hereinafter called the "Leased Premises."

1. The specific legal description of the real property, all or a part of which is subject to the Lease, is:

Lots 1, 2, 4, 5 block 3 Oakland Addition to Hammond as per plat thereof recorded in Lake County, Indiana 35-170-1,3,4

North 1/2 of Lot 6, and Lots 7 through 11, Block 5 inclusive Oakland Addition to Hammond as per plat thereof recorded in Lake County, Indiana 35-172-9

South 1/2 of Lot 21, Block 1, all of Lot 22, Block 1, Lots 23, 24, 25 Block 1 Turner's 1st Addition, as per plat thereof recorded in Lake County, Indiana 36-241-23,25,27

If the Leased Premises is only a part of the above described real property; or if any part of a building on the real property is subject to the Lease, such part, if not otherwise identified, is shown on a survey or plat plan attached to this Memorandum and made a part hereof. The common address is: 5749 Calumet Avenue, Hammond, Indiana

2. The term of the Lease begins April 15, 1992 19____, and ends May 31, 2002 19____, or is as otherwise here stated:

3. If the Lease contains an option of the lessee/tenant to renew or extend the term of the Lease, the details are here stated: N/A

4. The following agreements and covenants of the Lease, as to which third parties are to have particular notice, are set forth below in abbreviated or summary form and description:

(a) Use of Leased Premises: motor vehicle sales and repair

(b) Option to purchase: Option to Purchase at end of Lease in Tenant

(c) Right to assign: Yes, with consent of Landlord

(d) Right to sublet: Yes, with consent of Landlord

(e) Restrictions on the real property: No mortgage in excess of $250,000.00

(f) Other provision(s): Insurance subrogation waiver

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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD JUN 4 1 03 PM '92 ROBERT LAND RECORDER

5. The Lease contains other agreements and covenants of the parties, as set forth in an executed counterpart of it in possession of the parties. Such agreements and covenants are incorporated, by this reference, into this Memorandum as though contained in full herein.

SIGNED this 17TH day of APRIL, 19 92

Lessor/Landlord: Henry N. Bieker, Jr., Individually and as President of Henry N. Bieker, Inc.

Address: 5749 Calumet Ave., Hammond, IN 46320

Lessee/Tenant: Terry Dittrich Chrysler Plymouth, Inc. By: Terrence Dittrich, President

Address: 1748 Wedgewood Court, Crown Point, IN 46307

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Henry N. Bieker, Jr., individually and as President of Henry N. Bieker, Inc. who acknowledged the execution of the foregoing Memorandum of Lease, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of April, 19 92

My Commission Expires November 8, 1993

Resident of Lake

Signature Ruth M. Oros

Printed Ruth M. Oros

Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Terry Dittrich, known to me to be the President of Terry Dittrich Chrysler Plymouth, Inc., the ____ and ____, respectively, of ____ (Corporation), who acknowledged the execution of the foregoing Memorandum of Lease for and on behalf of the Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of April, 19 92

My Commission Expires November 8, 1993

Resident of Lake

Signature Ruth M. Oros

Printed Ruth M. Oros

Notary Public

This instrument was prepared by James A. Holcomb, 300 East 90th Drive, Merrillville, IN Attorney at Law.

MAIL TO:

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