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AMASA G. COLBY
CHIEF DEP. RECORDER

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE evidences the existence of a lease dated December 30, 1994, (the "Lease") made by J. SCOTT ALLEN, as Lessor and JAVIER ORTEGA, as Lessee of the 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:

The West 300 feet of the East 300 feet of that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 35 North, Range 9 West of the Second Principal Meridian, lying North of the North line of the Lincoln Highway in the Town of Schererville, Lake County, Indiana, except the East 125 feet thereof and except the North 575 feet of the West 175 feet thereof.

Commonly known as: 1502 Lincoln Highway
Schererville, IN 46375

part of Key # 13-110-59

Together With

An easement for ingress and egress for the benefit of the leased parcel over and along the east 25 feet of the following described real estate, to wit: the West 200 feet of the East 300 feet of that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 35 North, Range 9 West of the 2nd. P.M., lying North of the North line of Lincoln Highway, Lake County, Indiana, excepting the North 575 feet thereof, the scope of said easement being limited to serve only the ingress and egress needs of the leased parcel for use as a restaurant of the size extant upon execution of the lease in the month of December, 1994.

Reserving, however, the right in the Lessor to store and display for sale plant and landscape products along the exit drive North of the building on the premises.

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[Signature]
Auditor

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Reserving, further, to the Lessor the right to park vehicles and equipment of the Lessor, Lessor's employees, and Lessor's customers in the parking area to the North of the building on the premises from the hours of 6:00am to 6:00pm official time in effect, daily without exception.

2. The term of the Lease begins December 30, 1994, and ends December 31, 1999.

3. The Lease contains an option of the Lessee to renew or extend the term of the Lease, the details are here stated: option for three (3) additional 5-year terms if terms of Lease and option complied with.

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) The Lessee has no right to assign the Lease.
- (b) The Lessee has no right to sublet the Lease.
- (c) The Lessee may use the premises only for the operation of a restaurant.
- (d) Other provisions: Lease contains NO-LIEN mechanic's lien provisions including the following:

COVENANTS AGAINST LIENS. In consideration of the mutual promises herein contained, Lessee for itself and for all other persons or corporations who may perform labor or furnish services, materials, supplies, tools, equipment, or machinery for the construction of any improvements to the demised premises, or for work incidental to such construction, hereby waives and relinquishes all right to claim or file notice of mechanic's lien upon said real estate and appurtenances, or any part thereof or upon any buildings or improvements thereon.

Lessee, for itself, and for all contractors, subcontractors, journeymen, materialmen, mechanics and laborers, material vendors, and all other persons, firms and corporations, performing labor and furnishing

services, materials, tools, machinery or equipment for the construction of said improvements and appurtenances, does hereby agree that NO LIEN shall attach to said improvements and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof; and in the event Lessee shall fail to obtain the release of any liens filed, Lessee shall indemnify, save and hold harmless Lessor from any expenses incurred in obtaining the release of any such lien, including attorney fees.

Lessee shall not do any act which shall in any way encumber the title of Lessor in and to said demised premises, nor shall the interest or estate of Lessor in said demised premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any expressed or implied contract by Lessee, and any claim to or lien upon said demised premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall in all respects be subject and subordinate to the paramount title and rights of Lessor in and to said premises and the buildings and improvements thereon. Lessee will not permit the demised premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Lessee in connection with work of any character performed or claimed to have been performed on the demised premises by or at the direction or sufferance of Lessee; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if Lessee shall give to Lessor such security as may be demanded by Lessor to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the demised premises by reason of nonpayment thereof; provided on final determination of the lien or claim for lien Lessee will immediately pay any judgment rendered, with all proper costs and charges, and will, at its own expense, have the lien released and any judgment satisfied.

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.

