

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDER

KEY 24-11-93

LEASE

From

Cedar Lake Conference
Association, Inc.

To

James J. Pickering and
Pamela K. Pickering

This Lease

Commences June 1, 1996

Expires June 1, 2095

FILED

OCT 10 1997

SAM ORLICH
AUDITOR LAKE COUNTY

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000714 15

2071 Nachtmann Wheaton ILL. 60187 ←

THIS INDENTURE OF LEASE, made at Cedar Lake, State of Indiana, this 1st day of June in the year of our Lord, one thousand nine hundred and ninety six by and between Cedar Lake Conference Association, a corporation organized under the laws of the State of Indiana, located at Cedar Lake, Indiana, party of the first part, hereinafter called lessor, and James J. Pickering & Pamela K. Pickering his wife of Wheaton, State of Illinois, party of the second part, hereinafter called lessee.

WITNESSETH: That the first party or lessor hath let and leased and hereby doth let and lease unto the second party or lessee, and _____ heirs, executors, administrators, and assigns, the premises known and described as follows:

Lot No. five and North 1/2 of lots one, two & four, and the south 1/2 (seven feet) of 19th Street, in Block No. twenty one as marked and laid down upon an unrecorded plat held by lessor, drafted by F. L. Knight & Sons, Surveyors, on the seventeenth day of April, 1923.

TO HAVE AND TO HOLD the same for the term of ninety nine years, commencing on the 1st day of June, A.D. one thousand nine hundred and ninety six, and renewable to the said lessee for a like term of years upon the terms and conditions herein mentioned.

First: Said lessee doth hereby agree to pay the sum of _____ dollars rent for this lease, which rent is to be paid by the lessee as follows: The sum of _____ dollars, cash on signing this lease, receipt of which is hereby acknowledged, and the further sum of _____ dollars, in installments of _____ dollars per month, beginning on the _____ day of _____, 1923, payable on the _____ of each month, until fully paid, and including interest at six per cent, which interest is payable each and every month upon the balance of unpaid principal. Said installments shall be due and payable at the offices of Cedar Lake Conference Association, Cedar Lake, Indiana, or such other place as they may from time to time designate, and unless paid by said date, and additional charge of ten per cent will be added to the sum to be paid. In case any installment of rental to be paid shall not be paid when due, or within ninety days thereafter, this lease shall terminate, at the option of the lessor.

Second: The said lessee agrees to erect, or cause to be erected, upon the said premises leased herein, on or before six (6) years from the date hereof, a cottage or dwelling house, in accordance with the Building Regulations which may be adopted by the lessor, and before any buildings shall be erected upon the said premises, or alterations be made to any building already erected upon the said premises, plans for

such buildings or alterations shall be submitted to the lessor, and a permit obtained from the lessor.

Not more than one cottage or other dwelling shall be allowed upon any single lot without first obtaining a permit from the lessor.

No outbuildings, fences, or signs shall be erected upon the said premises other than such as are provided for by the Building Regulations of lessor.

No trees, hedges, or shrubbery, or vegetable garden shall be planted, nor the raising of fowls permitted, except upon first obtaining the consent of the lessor.

No trees shall be cut down, nor shall any excavating or grading be done on the demised premises, except upon first obtaining the consent of the lessor.

Third: All dwellings or other buildings erected upon said premises shall be kept in a reasonable state of repair, and in case of refusal or neglect of lessee to make reasonable and necessary repairs, then, at any time after ninety days from date of notice duly served upon lessee, the lessor shall have the right to make such reasonable and necessary repairs, and the cost of such repairs, including attorney's fees, shall be paid to the lessor by the lessee within thirty days from the date of completion of said repairs.

The lessor shall have the right to enter upon said premises at reasonable times for the purpose of inspection and making repairs, and the right is reserved by the lessor, its successors and assigns, to lay and maintain conduits, sewer and water pipes, and to erect poles for carrying electric or telephone wires, in, through, or over the rear five feet of premises leased herein.

In case of the destruction of any dwelling erected upon the said premises, the lessee agrees to remove the debris within ninety (90) days, and to erect another dwelling upon the said lot within six (6) years from the date of destruction, unless granted further time by the lessor.

Fourth: The lessee herein agrees that no mechanics' liens shall be allowed to remain against the said premises, and in case any such lien or liens shall be filed against the said premises, shall, within thirty days from the date of receiving notice from the lessor, to either pay or contest said lien, cause the same to be paid, or take the statutory steps to require suit to be brought upon the said lien. In case the said lien is not paid within the said thirty days from receipt of notice from lessor, or within thirty days from date of the rendition of any judgment thereon in case of suit, then lessor shall have the right to pay said lien or judgment without further action, and the amounts so paid by the lessor, together with 8 per cent interest thereon, and all expenses of collection, including attorney's fees, shall

be paid to the lessor by the lessee within thirty days form date of said payments.

Fifth: In addition to the sums hereinbefore stipulated to be paid by the lessee as rental, the lessee agrees to pay all lawful taxes and assessments on the premises leased herein, made and levied by any and all lawful authorities, promptly as they may become due, whether the same shall be levied against the premises leased herein separately or in connection with other lands belonging to the lessor; also agrees to pay such amounts, not exceeding _____ per cent, nor less than \$ _____ per annum, on the appraised value of premises leased herein, as may be assessed by the lessor each year for sanitary purposes, improvement of streets, alleys, ways, park lands, and other improvements, together with the salary of a care-taker, for the Block No. twenty one, of which these premises are a part, at such time and in such manner as shall be designated by lessor.

As a basis for apportioning said taxes, assessments, and other charges, except such as may be levied separately by lawful authorities, an appraisal of the value of each lot in said Block No. twenty one, shall be made at least once each five years by a board of three appraisers, to be selected one by the lessor, one by a joint meeting of all lessees in said Block No. twenty one, to be called by lessor, and one by the two selected, elected or chosen. The findings of said appraisers shall be final and binding upon both parties hereto.

It is further agreed that all taxes and assessments or other yearly charges shall be apportioned between the lessor and the lessee as of the date of beginning of this lease and date of its termination, in case it shall terminate for any cause.

Sixth: This lease is granted and accepted and the use of land leased hereby is subject to all the Rules and Regulations which may from time to time be adopted by the lessor and promulgated for the government of the Cedar Lake Conference Grounds, and no gatherings of a religious nature, other than private family worship, shall be permitted on said premises, nor shall said premises be used for any illegal purpose or any business or boarding house, without first having obtained the consent of the lessor in writing.

Seventh: In case the lessee herein shall neglect or refuse to pay any of the sums of money stipulated herein to be paid in manner as stipulated herein, or shall fail to observe and comply with any of the covenants stipulated herein, or shall fail to conform with the Rules and Regulations of the lessor for the government of the said Cedar Lake Conference Grounds, or in case of the sale of the lessee's interest herein by judicial sale or otherwise, unless with the consent of the lessor in writing first having

been obtained, then and in such event this lease shall terminate, at the option of the lessor, unless the lessee shall comply with all such covenants, Rules and Regulations, within thirty days from receiving notice from lessor of such default, except in cases where the termination is otherwise expressly provided for herein, and in case of the termination of this lease by reason of the default of the lessee, the lessor shall have a right of action against the lessee for damages it may suffer thereby.

Eighth: This lease shall not be assigned, demised, set over, or otherwise disposed of, nor shall the use of the premises described herein be let, underlet, or otherwise be given over without the consent of the lessor in writing first having been obtained. In all cases of proposed assignment of the entire interest, the lessor shall have the option of purchasing the balance of the term for a sum equal to the highest bona fide offer made lessee, but unless said option is exercised by lessor within five (5) days from notice of lessee, said option shall become void. This is not intended to apply with ownership or possession obtained through the law of inheritance and descent.

In all cases of assignment of the entire interest in this lease, the same shall be in writing and in triplicate, and accepted by the lessor in writing, one of which original triplicate agreements of assignment shall be delivered to the lessor at the time of the assignment.

Ninth: In case lessor shall at any time during the life of this lease decide to abandon its religious work at this place for any purpose whatsoever, and to sell and transfer any or all of the property of which the premises described in this lease are a part, then at such time, after giving at least six months' notice of their intention to abandon their work and sell their said property, the lessor shall, at its option, have the right to terminate this lease by conveying all of the lessor's right, title, and interest in and to said property to lessee, or at the option of lessor, to pay lessee a sum equal to the amount paid hereunder as rental and for permanent improvement hereon, less reasonable depreciation, to be determined by appraisers as herein provided.

Tenth: All buildings erected on the aforesaid premises shall be kept insured for at least eighty per cent of their insurable value, payable to the lessor as its interest may appear, and the policies of insurance shall be deposited with the lessor until such time as the payments due lessor on this lease shall have been paid, if required by the lessor.

Eleventh: The delivery to whatsoever person may be living upon the premises described herein, or the mailing by

registered mail to the last known address of the lessee herein, furnished the lessor by the lessee, shall be held to constitute a sufficient delivery of any notice required to be served upon the lessee by the lessor.

Twelfth: In no event shall the waiving of any default or strict compliance by the lessee of any of the covenants herein, by the lessor, be held to constitute a continued waiver of said covenants, nor shall such waiver be held to stop the lessor from enforcing the strict compliance of said covenants.

Wheresoever the term lessor or lessee is used herein, it shall be held to include the heirs, executors, administrators, successors, and assigns of either or both.

The lessor herein will, and its successors and assigns shall, warrant and defend the lessee in the enjoyment and peaceable possession of the above demised premises, and the lessee herein shall have the right to enjoy, in common with all other lessees, the privileges of the lake front, beach, and such park lands as may from time to time be so designated by the lessor. Such right of enjoyment shall be subject to the Rules and Regulations of the lessor, and shall not be construed to limit the right of lessor to change, improve, or withdraw from this privilege any of the so-called park lands.

IN WITNESS WHEREOF, the First Party has set its hand by _____, its _____ and _____, its _____ and the Second Party has set _____ hand, this _____ day of _____, A. D. 19____.

CEDAR LAKE CONFERENCE ASSOCIATION

Signed in the presence of: _____

By William James
Wm. James, President
By Monte Watt
Monte Watt, Secretary

ACCEPTED BY: _____ DATE: _____

James J. Pickering
Pamela K. Pickering DATE: 7-21-96
Pamela K. Pickering

