

7

LEASE

From

Cedar Lake Bible Conference Center

To

William & Laurel Evers

This Lease

Commences November 20, 1939

Expires November 19, 1938



FILED

AUG 24 2006

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

16553

STOP

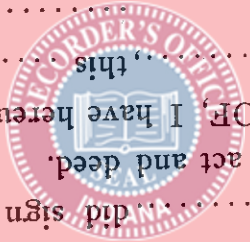
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 AUG 24 PM 4:20

MICHAEL A. TOWN  
RECORDER

Notary Public

... who acknowledged that ... did sign the foregoing instrument, and that the same is ... free act and deed. IN TESTIMONY WHEREOF, I have herunto set my hand and official seal at ... day of ... this ... A. D. 19...



THE STATE OF ... COUNTY } SS. ... day of ... Notary Public ... A. D. 19...

By ... its ... who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers. IN TESTIMONY WHEREOF, I have herunto set my hand and official seal at ... day of ... this ... A. D. 19...

THE STATE OF ... COUNTY } SS. ... above named ... BEFORE ME, a Notary Public in and for said County, personally appeared the

Handwritten notes: \$42, #17089, CA

lease by conveying all of 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.

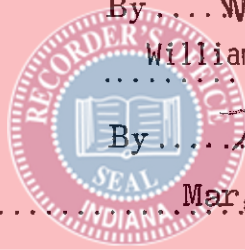
~~Signed in the presence of:~~

*William Evers*  
William Evers

*Laurel Evers*  
Laurel Evers

By..... *William James*  
William James - President

By..... *Margaret Boldt*  
Margarete Boldt - Secretary



"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."  
PREPARED BY: STANIS MUTUNA

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 from 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 caretaker, for the Block No. ...., 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. ...., 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. ...., 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

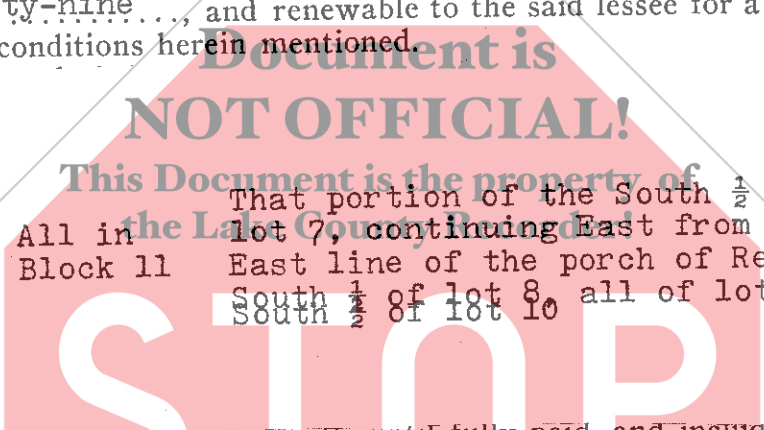


THIS INDENTURE OF LEASE, made at Chicago, State of Indiana, this 20th day of November in the year of our Lord, one thousand nine hundred and thirty-nine, by and between Cedar Lake Conference Association, a corporation organized under the laws of the State of Indiana, located at Cedar Lake, Indiana, party of the first part, hereinafter called lessor, and William and Laurel Evers, of South Holland, 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 their heirs, executors, administrators, and assigns, the premises known and described as follows:

Lot No. see attached in Block No. see attached 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 20th day of November A. D. one thousand nine hundred and thirty-nine, and renewable to the said lessee for a like term of years upon the terms and conditions herein mentioned.



North 1/4 of lot 8 )	That portion of the South 1/2 of	)
North 1/4 of lot 9 )	lot 7, continuing East from the	)
North 1/4 of lot 11 )	Block 11 East line of the porch of Rest Inn.	)
All of lot 12 )	South 1/2 of lot 8 all of lot 9,	)
	South 1/2 of lot 10	)

All in Block 12

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, an 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

LEASE TO WILLIAM AND LAUREL EVERS

January 10th, 1992

A Portion of 10th Street

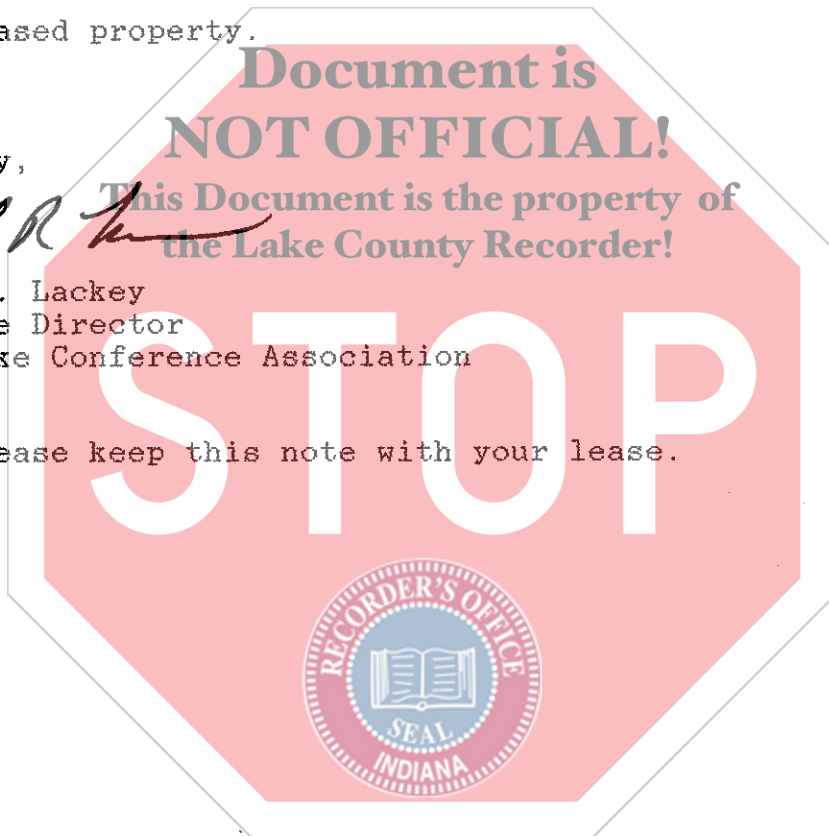
This is to confirm the sale of the lease to a portion of 10th Street which is 12ft. wide and runs from the Parkway west to 10ft past the south west corner of the house. This property lies directly south of the Evers Home and is connected to other leased property.

Sincerely,



Alfred R. Lackey  
Executive Director  
Cedar Lake Conference Association

P.S. Please keep this note with your lease.



The following description shall be used to designate that part of the lake front land formerly owned by the Monon Railroad Company and now purchased by the undersigned under the 99-year leasehold similar to that which governs the use of the various lots as shown in the plat of the Cedar Lake Conference Grounds prepared by F. L. Knight & Sons, Engineers and Surveyors, Crown Point, Indiana, dated April 17, 1923.

This description must be attached to the lease presently held by the owner of the lot or lots indicated on the above mentioned plat.

In assigning this leasehold, for the unexpired term of the lease presently held by the one or ones subsequently mentioned, for the property previously owned by the Monon Railroad Company, it is fully understood that all the rules, regulations and provisions of the original lease, and such rules as refer to conduct within the grounds, shall be in effect and applicable to the use of the lake front land. No building for the purpose of habitation shall be erected on land ceded by the Railroad and no other erection shall be permitted without the consent of a specially called meeting of the Association.

In consideration of One Dollar and other good and valuable considerations the Cedar Lake Conference Association herewith assigns to *Edna P. Renstrom* his heirs and assigns for the period of the lease to which this document is attached, that part of the lake front beginning 138.5 feet from the extended South line of 7th Street as shown on the aforementioned plat of grounds. This extended line is indicated by an iron pipe near the lake shore. At a point  $34'-3\frac{1}{2}"$  in a Westerly direction along the extended South line of 7th Street from the aforementioned iron pipe, is the point of commencement of the basic line of measurement. This line is continued in a Northerly direction and at right angles to the extended South line of 7th Street. Upon this basic line is established the lot lines of each owner of lake front property.

From the aforesaid 138.5 feet from the extended South line of 7th Street this lot extends along the basic line to a point ~~248.5~~ 248.5 feet from the South line of 7th Street.

248.5 See #46

From the Southerly point of these two established Eastern points the Southern boundary extends in a Westerly direction to a point which meets the center point between the North and South sides of Lot 11 in Block 11 at the place where Block 11 joins the 15 foot public parkway.

The Northerly boundary extends from the Northerly point of the two Easterly points in a Westerly direction toward the center point between the North and South sides of Lot 10 in Block 12 at the place where block 12 joins the 15 foot public parkway.

The land extending from and between the two aforementioned Easterly points located on the basic line of measurement, and continuing Easterly towards the shore line of the lake in the same line of direction as the Northerly and Southerly line of the aforementioned parcel of lake front land, shall be included in this consideration.



The 15 foot parkway indicated on the plat is not included as part of this consideration.

The land occupied by the Well and whatever is necessary for access to it shall not be part of this consideration. The 10 foot strip adjacent to the Northerly line of the aforementioned parcel shall be retained by the Conference Association as required for Well servicing.

Signed on behalf of the Cedar Lake Conference Association.

[Signature] President  
[Signature] Secretary

Accepted:

[Signature] (SEAL)

Document is (SEAL)

NOT OFFICIAL!

Dated this 20th day of October, 1949. This Document is the property of the Lake County Recorder!

