FAX NO. : 219 844 2610

Feb. 23 2004 12:03PM P2

Feb. 20 2004 09:32AM Pi

2008 015552

2303 F. ... - 3 F. . 0: 10 MICHAEL CALENDA AELDADIA

### LEASE WITH OPTION TO PURCHASE

this This Lease made in Hammond, Indiana, 1902 < 1, 2004, between RALPH DOUGLAS PARIS AND JOYCE A. PARIS REVOCABLE LIVING TRUST, Lessor/Seller, and MARC R. DESHAIES, Lessee/Buyer:

Lessor hereby leases to Lessee, and the Lessee hereby leases from the Lessor, the premises located at 8620 Locust Avenue, Gary, Indiana.

This lease is for the term of one (1) year, beginning on the first day of 2004, and ending on the 31st day of Fegavor-This Document is the property of sooner terminated as hereinafter provided. Recorder!

#### 1. AGREEMENTS OF LESSER

#### Lessee agrees as follows:

- 1. To pay as rent for premises One Thousand Fifty-Six Dollars and Two Cents (\$1,056.02) per month, payable on the god day of each month during the term of this lease at 8620 hocust AUB, GARY, N.
- 2. To be solely responsible for the payment of real estate taxes due and payable for the term of this agreement.
- 3. To keep said real estate insured under fire and extended coverage policies and pay the premiums on such insurance policies as they become due. Such insurance shall be obtained from companies approved by Lesser and in an

34840

MAR 03 2008

PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR

Page 1 of 15

FAX ND. : 219 844 2610 Feb. 23 2004 12:04PM P3 FROM : WOODMAR CITGO FOOD MART Feb. 20 2004 09:02AN P2 PHONE NO. :

FROM : OSTOJIC AND OSTOJIC

amount not less than the full extent of its insurable value. Such policy or policies shall be issued in the names of Lessor and Lessee, as their respective interests may appear, and shall be delivered to and retained by Lessor during the continuance of this agreement. Lessor shall be named as an additional insured with regards to all policy or policies of insurance on the real estate. The insuring company or companies shall be given notice by the Lessee that in the event of cancellation for whatever reason, the Lessor shall be given notice as well as the Lessco.

- 4. To pay all reasonable costs, attorney's fees and expenses made and incurred by the Lessor in enforcing the agreements of this Lease.
- 5. To use and occupy the premises for residential purposes only, and for no other object or purpose without the written consent of the Lessor.

  This Document is the property of
- To keep the premises in as good repair as the same shall be at the commencement of the term, wear and tear arising from reasonable use of the same and damage by the elements excepted. Lessee has examined and knows the condition of the premises, and accepts the same in an "as is" condition.
- 7. To permit the Lessor and his agents to enter on the premises or any part thereof, at all reasonable hours, for the purpose of examining the same or inspecting the work progress of the tenant for any authorized alterations or repairs.
- 8. Not to assign this Lease or sublet the premises or any portion thereof without the written consent of the Lessor.

Page 2 of 15

FROM : OSTDIIC AND OSTDIIC

FAX NO. : 219 844 2610

PHONE ND.

Feb. 23 2004 12:04PM P4 Feb. 20 2004 09:02AM FC

Not to make any contract for the construction, repair or improvement on, in, of, or to premises or any part thereof, or for any work to be done or materials to be furnished on or to premises or any part thereof, without the consent of the Lessor, which shall not be unreasonably withheld.

- 10. Lessor shall have a lien on all the property of the Lessee used or situated on the leased premises, to secure payment of the rent (and other indebtedness owing from Lessec to Lessor at any time during the existence of this Lease) to become due under this Lease, and in default of payment may take possession of and sell such of said property as may be sufficient to pay the delinquent rent or indebtedness.
  - 11. If Lessee shall abandon or vacate the premises, the premises may be relet by terms as Lessor may see fit; and, if a the Lessor for such rent and on such terms as Lessor may see fit; and, it a sufficient sum shall not be thus realized, after paying all expenses of such reletting and collecting to satisfy the rent hereby reserved, the Lessee agrees to satisfy and pay all deficiency.
  - 12. At the expiration of this Lease, Lessee agrees to give peaceful possession of the premises to Lessor, in as good condition as they now are, the usual wear, inevitable acts and loss by fire excepted.
  - 13. This Lease may be terminated by the Lessor in the event of the breach of any

of the agreements of the Lessee herein contained, in which case the Lessor

may re-enter the premises and immediately this Lease shall tenninate.

14. To observe and comply with all the rules, regulations and laws now in effect or which may be enacted during the continuance of this Lease by any

Feb. 23 2004 12:05PM P5 FROM : WOODMAR CITGO FOOD MART FAX NO. : 219 844 2610 Feb. 20 2004 09:04AM Pl PHONE NO. :

FROM : OSTOJIC AND OSTOJIC

municipal, county, state or federal authorities having jurisdiction over the premises, and to indemnify Lessor for any damage caused by the violation thereof.

15. In case the Lessor, by reason of the failure of the Lessee to perform any of the agreements or conditions herein contained, shall be compelled to pay or shall pay any money, or shall be compelled to do or shall do any acts which requires the payment of money, then the sum or sums so paid or required to be paid, together with all interest, costs, and damages shall be added to the installment of rent next becoming due or to any subsequent installment of rent, and shall be collectable as additional rent in the same manner and with the same remedies as if it had been originally reserved. On failure of the Lessee to make repairs, as provided herein, the Lessor may make necessary This Document is the property of repairs and add the amount of the cost of such repairs to the rent due repairs and add the amount y Recorder! hereunder on the 1st of the month following the date of repairs, and such cost of such repairs shall be and constitute such rent together with the rent above provided for.

16. Failure of the Lessor to insist on the strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor right thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

Feb. 23 2004 12:05PM P6 FROM : WOODMAR CITGØ FOOD MART FAX NO. : 219 844 2610 Feb. 20 2004 09:04AM P2

PHONE NO. : FROM : OSTOJIC AND OSTOJIC

> 17. Lessor shall not be liable for injury to Lessee or damage to Lessee's property from failure to keep premises in repair or from acts, omission or negligence of tenant or other persons.

- 18. In the event that the Lessee makes improvements to the premises, then breaches the Lease, the improvements shall inure to the benefit of the Lessor, and the Lessee shall not be entitled to compensation for said alterations or improvements.
- 19. Nothing in this Lease shall authorize Lessee to do any act which shall in any way encumber the title of the Lessor in and to the Demised Premises, nor shall the interest of the Lessor in the Demised Premises to be subject to any lien arising from any act or omission by Lessee.

If any mechanic's lien or liens shall be filed against the Demised Premises for work done or materials furnished to the Lessee, Lessee shall within thirty (30) the Lake County Recorder! days after it has actual notice of such lien, at its own expense, cause such lien or liens to be discharged by payment of such claim or by filing a bond pursuant to applicable laws.

Should Lessee fail to pay such lien or post bond therefore, Lessor may, but it shall not be required to do so, discharge such mechanic's lien or liens by payment thereof, and the amount paid by Lessor together with Lessor's costs and expenses shall be due and payable from Lessee forthwith on demand.

#### 2. AGREEMENT OF LESSOR

1. Lessee accepts the premises in an "as is" condition.

Page 5 of 15

FROM : WOODMAR CITGØ FOOD MART FAX NO. : 219 844 2610 Feb. 23 2004 12:05PM P7
FROM : DSTDJIC AND GSTOJIC PHONE NG. : Feb. 23 2004 09:05A1 P3

2. If during the term of this Lease the premises shall be destroyed by fire, the elements, or any other cause, then this Lease shall cease and become null and void from the date of such damage or destruction and the Lessee shall immediately surrender the premises to the Lessor and shall pay rent only to the time of such surrender. If the premises shall be damaged by fire or other cause, so as to be capable of being repaired within a reasonable time, the Lessor shall have the option to repair the same and during the time that the repairs are being made, the Lessor shall remit to the Lessee a just and fair portion of the rent according to the nature of the damage sustained and according to the extent that the Lessee is deprived of the use of the premises.

- 3. If the Lessee shall holdover, after the expiration of the term hereby created, with the consent of the Lessor, it shall be deemed a renewal of this Lease, and of all the conditions and agreements therein contained for the term of one (1) year and so on from year to year until the Lease is terminated by either party giving to the other not less than thirty (30) days written notice of termination prior to the end of any term.
  - Notices and demands by either the Lessor or the Lessee may be given by registered mail with pre-paid postage addressed to Lessor at Avenue, Gary, Indiana 46403, subject to the right of either the Lessor or the Lessee to designate by notice in writing a new address to which said notices or demands must be sent.

#### 3. OPTION TO PURCHASE

Page 6 of 15

FAX NO. : 219 844 2610

Feb. 23 2004 12:06PM P8

FROM : DSTOJIC AND OSTOJIC

PHONE NO. : '

Feb. 20 2004 09:05AM P4

Upon the expiration of the one (1) year lease period, the Lessee shall have the option to purchase the premises from the Lessor under the terms and conditions set forth hereinafter. Lessee shall exercise such option by giving written notice to Lessor not less than ninety (90) days prior to the termination of the lease term or renewal term.

#### 4. PURCHASE PRICE AND MANNER OF PAYMENT

Purchase Price. The purchase price for the real estate shall be in the sum of Sixty-Five Thousand Dollars (\$65,000.00) without relief from valuation or appraisement laws and with attorney's fees if collection of the balance due hereunder is to an attorney after default.

Manner of Payment. The purchase price shall be paid in the following NOT OFFICIAL! manner:

- A. A down payment of One Thousand Dollars (\$1,000.00). Poid the Lake County Recorder!
- B. The balance of the purchase price of Sixty-Four Thousand Dollars (\$64,000.00), together with interest at the rate of seven percent (7%) per annum computed upon the unpaid balance shall be paid at the rate of One Thousand Fifty-Six Dollars and Two Cents (\$1,056.02) per month for a total period of seven-five (75) months; however, credit shall be given for the initial one-year lease term. Thus, the balance of the purchase price, after credit is given for the initial one-year lease term, shall be paid over the remaining sixty-three (63) months. Said monthly payments of One Thousand Fifty-Six Dollars and Two Cents (\$1,056.02) per month shall commence on the  $\sqrt{2}^{7/4}$  day of

WGGDIWK GINGS FGGD FWW.

FAX NO. : 219 844 2610 PHONE NO. :

Feb. 23 2004 12:06PM P9 Feb. 20 2004 09:05AM P5

FROM : OSTOJIC AND OSTOJIC

every month thereafter for a total period of sixty-three (63) months. That upon the expiration of sixty-three (63) months, the Buyer shall be compelled to pay Seller the principal balance remaining together with any unpaid interest accrued thereon in a lump sum payment. There shall be no pre-payment or buyout under the terms of this contract.

#### 5. TAXES AND INSURANCE

Taxes. Buyer shall be solely responsible for the payment of real estate taxes during the term of this agreement.

Assessments. Buyer shall pay all assessments for municipal or other public improvements becoming a lien after the date of closing and the execution of the contract herein.

Insurance. Buyer shall keep the improvements on said real estate insured under fire and extended coverage policies and pay the premiums on such insurance policies as they become due. Such insurance shall be obtained from companies approved by Seller and in an amount not less than the balance of the purchase price due hereunder, or to the full extent of its insurable value, if that is less. Such policy or policies shall be issued in the names of Seller and Buyer, as their respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this agreement. Seller shall be named as an additional insurance with regards to all policy or policies of insurance on the real estate. The insuring company or companies shall be given notice by the Buyer that in the event of cancellation for whatever reason, the Seller shall be given notice as well as the Buyer.

Feb. 23 2004 12:07PM P10 FROM : WOODMAR CITGØ FOOD MART FAX NO. : 219 844 2610

Feb. 20 2004 09.06AM P6 PHONE NO. FROM : OSTOJIC AND SSTOJIC

> Payment by Seller. Upon failure of Buyer to pay taxes, assessments, or to provide insurance as hereby required, Seller without further notice, may pay such taxes or assessments or provide such insurance and add the cost thereof to the next regular monthly installment due hereunder. However, said act or acts by the Seller shall be within the sole discretion of the Seller in that the Seller has no contractual obligation to

undertake the same.

6. POSSESSION

Buyer shall have full and complete possession of the real estate at the time of the closing of this transaction. Buyer's right of possession shall continue so long as Buyer complies with all the terms and conditions of this agreement and performs all the covenants made in this agreement cument is

Seller shall be required to furnish Buyer with satisfactory evidence of title to the real estate in the amount of the purchase price upon payment in full of the contract. Upon the discovery of any defects or clouds upon the Seller's title, the Seller shall have a reasonable time to cure the same. At the time of the payment in full of the contract purchase price, Buyer shall be obligated for the payment of the later date policy.

Seller covenants and agrees that upon the payment of all sums due under this contract and the prompt and full performance by Buyer of all covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyer, by general warranty deed, the above described real estate, subject to restrictions and easements of record as of the date of this contract and all taxes and assessments which are Buyer's obligation.

8. MECHANIC'S LIENS

Page 9 of 15

FROM: WOODMAR CITGO FOOD MART FROM : OSTOJIC AND OSTOJIC

FAX NO. : 219 844 2610

PHONE NO. :

Feb. 23 2004 12:07PM P11

Feb. 20 2004 09:06AM P7

Buyer shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the real estate or any part thereof nor against any interest or estate therein by reason of labor, services, or materials claim to have been performed or furnished to or for Buyer. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Scilcr may, at his option, compel the prosecution of any action for the foreclosure of such Mechanic's Lien by the Lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Buyer, upon demand by Seller, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the court and obtaining an order from the court releasing the property from such lien. Nothing in this instrument shall be decruied or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration, or repairing of the real estate; nor as giving Buyer the right or authority to contract for, authorize, or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid Mechanic's Lien.

#### 9. INDEMNIFICATION AND RELEASE

Regardless of whether or not separate, several, joint, or concurrent liability may be imposed upon Seller, Buyer shall indemnify and hold harmless Seller from and against all damages, claims, and liability arising from or connected with Buyer's control or use of the real estate, including, without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Seller is effectively protected against by insurance. If Seller shall, without fault, become a party to litigation commenced by or against Buyer, then Buyer shall indemnify and hold harmless the

FROM: WOODMAR CITGO FOOD MART FAX NO.: 219 844 2610 Feb. 23 2004 12:08PM P12

FROM : DSTOJIC AND OSTOJIC PHONE NO. : Feb. 20 2004 09:07AM P8

Seller. The indemnification provided by this section shall include Seller's legal costs and fees in connection with any such claim, action, or proceeding. Buyer does hereby release Seller from all liability for any accident, damage, or injury caused to person or property on or about the real estate, whether due to negligence on the part of Seller and netwithstanding whether such acts or omissions be active or passive. Seller and Buyer do each hereby release the other from all liability for any accident, damage, or injury oaused to person or property, provided this release shall be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

## 10. USE OF REAL ESTATE BY BUYER; SELLER'S RIGHT OF INSPECTION; BUYER'S RESPONSIBILITY FOR ACCIDENTS

Use. Buyer shall use the real estate and the improvements thereon carefully and shall keep the same in good repair at his expense. Buyer shall not commit waste on the real estate. In his occupancy of the real estate, Buyer shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.

Seller's Right of Inspection. Until the purchase price is paid in full, Seller may enter and inspect the real estate and the improvements thereon at any reasonable time. Seller shall provide Buyer with twenty-four (24) hour notice of inspection of the real estate and its improvements.

Buyer's Responsibility for Accidents. Buyer hereby assumes all risk and responsibility for accidents, injury, or damage to person or property arising from his use and control of the real estate and the improvements thereon. Buyer shall insure such risk

FAX NO. : 219 844 2610 FROM : WOODMAR CITGØ FOOD MART Feb. 23 2004 12:08PM P13

PHONE NO. : Feb. 20 2004 09:07AM PO FROM : DSTOJIC AND DSTOJIC

> by carrying liability insurance in an amount satisfactory to the Seller, insuring the Seller's liability as well as the Buyer's.

#### 11. SELLER'S REMEDIES ON BUYER'S DEFAULT

Time shall be of the essence of this agreement. If Buyer fails to pay any installment of the purchase price or interest thereon, or any installment of taxes on the real estate, or assessment for a public improvement, or any premium of insurance, as the same becomes due, and if such failure continues for a period of thirty (30) days after written notice identifying this default is given to Buyer, or if Buyer fails to perform or observe any other condition or term of this agreement and such default continues for a period of thirty (30) days after written notice identifying such default is given to Buyer, Seller may, at his option: OFFICIAL!

- Cancel this agreement and take possession of the real estate, and remove Buyer therefrom, or those holding or claiming under him, without any demand to the extent permitted by applicable law in the event the Buyer has paid less than 20% of the total purchase price or the amount of \$13,000.00 of the principal portion of the same.
- B. Declare the entire unpaid balance due and payable immediately, and in such event, Seller may pursue whatever remedies, legal or equitable, are available to collect the entire unpaid balance of the purchase price.
- C. Exercise any other remedies available at law or in equity.

The remedies herein provided shall be cumulative and not exclusive. Failure of Seller to exercise any remedy at any time shall not operate as a waiver of the right of Seller to exercise any remedy for the same of any subsequent default at any time

Page 12 of 15

FROM : OSTOJIC AND OSTOJIC

suffered by Buyer.

FAX NO. : 219 844 2610

PHONE NJ. :

Feb. 23 2004 12:08PM P14

Feb. 20 2004 09:07AM P10

thereafter. In the event of Seller's cancellation after default by Buyer, all rights and demands of Buyer under this contract and in and to the real estate shall cease and terminate and Buyer shall have no further right, title or interest, legal or equitable, in or to the real estate and Seller shall have the right to recover damages for unlawful detention of the real estate after default for any failure to pay taxes or insurance, for failure to maintain the real estate at any time, for waste committed thereon, or for any other damages suffered by Seller, including reasonable attorney's fees incurred by Seller in enforcing any right hereunder or in removing any encumbrance on the real estate made or

Upon payment by Buyer of all amounts due hereunder in full and performance by Buyer of all covenants and conditions, Settler shall convey the real estate to Buyer by general warranty deed, subject, however, to all conditions, easements, highways, rightsof-way, restrictions, and limitations now of record; rights of persons in possession; the lien of all unpaid taxes and assessments for public improvements and other encumbrances which, by the terms of this agreement, are to be paid or assumed by Buyer or which are made or suffered by Buyer; and the provisions of applicable zoning laws. Such conveyance shall be free and clear of all materialman's, workman's, and other like liens on the premises, excepting those liens mentioned above.

#### 13. GENERAL AGREEMENT OF PARTIES

All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors, and assigns of the parties. When applicable, the singular

FROM : OSTRJIC AND OSTOJIC

FAX NO. : 219 844 2610

PHONE NO. :

Feb. 23 2004 12:09PM P15

Feb. 20 2004 09:08AM F11

shall apply to the plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope and deposited in a United States Post Office mail box postage prepaid and directed to the person to be notified at his last known address.

The current address of the Buyer is 1027 U. PARRICH HAMMON 4633

Such addresses may be changed by either party by written advice as to the new address delivered as above provided.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not be unreasonably withheld.

Buyer acknowledges that he is purchasing the real estate from the Seller in its present "as is" condition and that no representations, warranties, or guarantees have been made by the Seller to the Buyer as to its fitness for the purpose intended other than those representations, warranties, or guarantees made herein, if any.

Buyer further acknowledges that he is solely responsible for the upkeep and maintenance of said real estate and for any and all costs incurred in the upkeep and maintenance of said real estate, and Buyer agrees to maintain the premises in it present condition, normal wear and tear excepted.

All the agreements, conditions and undertakings herein contained shall extend

FROM : OSTOJIC AND OSTOJIC

FAX NO. : 219 844 2610

PHONE NO. :

Feb. 23 2004 12:09PM P16

Feb. 20 2004 09:08AM P12

IN WITNESS WHEREOF, the parties have set their hands this day and year first above written.

RALPH DOUGLAS PARIS AND JOYCE A. PARIS REVOCABLE LIVING TRUST

By: Joyco A. Paris

"Lessor/Seller"

MARC R. DESHAIES
"Lessee/Buyer"

STATE OF INDIANA

)SS:

**COUNTY OF** 

Before me, a Notary Public, in and for said County and State, personally appeared the "Lessor/Seller" RALPH DOUGLAS PARIS AND JOYCE A. PARIS REVOCABLE LIVING TRUST BY REALPH DOUGLAS PARIS and the "Lessee/Buyer" MARC R. DESHAIES, who acknowledged the execution of the foregoing instrument to be their free and voluntary acts and deeds for the purpose therein set forth.

Dated this 1st

day of Marc

2004

the Lake Coun

David A. Boss

Notary Public

My Commission Expires:

March 5, 2008

My County of Residence:

Lake

THIS INSTRUMENT PREPARED BY: RONALD OSTOJIC

OSTOJIC & OSTOJIC

6287 CENTRAL AVENUE

PORTAGE IN 46368

PH: (219) 764-0042

SUBDIVIS:ONS CRME. CRIUS " SURVEYS PLATS

# KRULL & SON CIVIL ENGINEERS AND SURVEYORS

SEWERAGE DRAINAGE PAVEMENTS SUPERVISION

LAKE & PORTER COUNTIES INDIANA

WILLIAM J. KRULL REGISTERED ENGINEER NO. 235 P O BOX 422 HOBART, INDIANA OFFICE PHONE: 947-2548

ROSERT A. KRULL REG. CAND SURVEYOR NO. 10516 REGISTERED ENGINEER NO. 3892

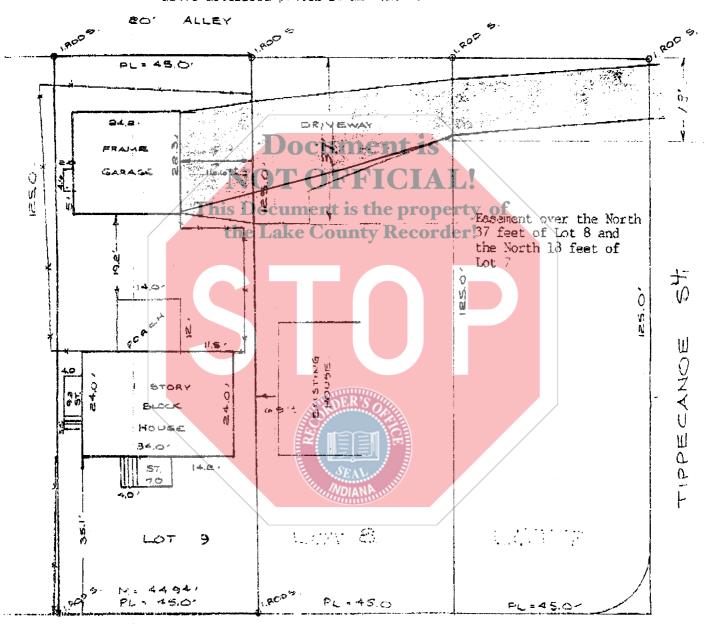
### PLAT OF SURVEY

NAME OF OWNER

STREET ADDRESS

City of Gary, as shown in Plat Book 21 page 12, in the Office of the Recorder of Lake County, Indiana.

NOTE: According to FIRM Community Panel 180132-0001-C, dated March 16, 1981, the above described pancel is in Zone 'C'



LOCUST

EXPLANATIONS AVE

NO DIMENSIONS SHOULD BE ASSUMED BY SCIALS REASONSMENTS UPON THE PLAT

TOP OF PLAT IS NORTH

STATE OF INDIANA | 46

HOBART. IND. Nov. 25 19 98

Robert A. Rrull, Reg. Land Surveyor #10516

NOTE - Contracters or builders should be notified to derefully test and compare on the ground the points, measurements, etc., as no tilicate, with the stakes, points, etc., given on the property, before building on the same, and AT ONCE report any seeming of and between the same to the Surveyor, that misunderstanding displacement of points, me., may be corrected before damage is done of the same to the same to the same of the same of the same to the same of RESUR YOUNG'S WOODLANDS BLK G

FIELD BOOK NO. ..

190 30516

ORDERED BY Ostojic

