

4
LEASE and AGREEMENT TO PURCHASE REAL ESTATE

This Agreement is made effective as of the 4th day of March, 2010 by and between Kathy Hruby (hereinafter referred to as "HRUBY"), and Holly C. Pacewicz (hereinafter referred to as "PACEWICZ"). The Parties agree as follows:

1. **PREMISES.** HRUBY, in consideration of the lease payments provided in this Agreement, leases to PACEWICZ the premises located at 4040 Kingsway Drive, Crown Point, IN, 46307.

2. **TERM.** The lease term shall commence March 4, 2010 and shall terminate on March 31, 2015

3. **LEASE PAYMENTS.** PACEWICZ shall pay to HRUBY monthly lease payments of \$700.00 payable, in advance, on the 1st day of each month. The monthly payment includes for following:

- \$105.00 to be applied to POA Dues;
- \$54.75 to be applied to Insurance; and
- \$179.16 to be applied to Real Estate Taxes.

Such payments shall be made to HRUBY at 8201 Lakeview Court, Crown Point, IN 46307, or such address as may be changed from time to time by HRUBY.

4. **POSSESSION.** PACEWICZ shall be entitled to possession on the March 4, 2010 day of the term of the Lease, and shall either buy the real estate as mentioned in paragraph 12. Option To Buy herein or return the premises to HRUBY by March 31, 2015.

5. **MAINTENANCE.** PACEWICZ shall have the obligation to maintain the premises in good repair at all times.

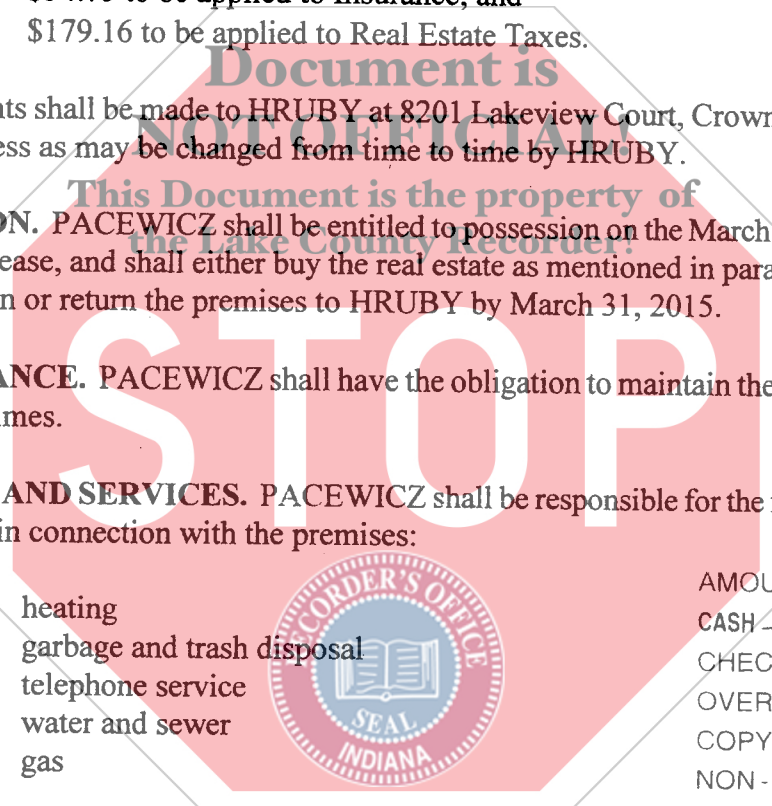
6. **UTILITIES AND SERVICES.** PACEWICZ shall be responsible for the following utilities and services in connection with the premises:

1. heating
2. garbage and trash disposal
3. telephone service
4. water and sewer
5. gas

AMOUNT \$ 18
CASH CHARGE _____
CHECK # _____
OVERAGE _____
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7. **PROPERTY and LIABILITY INSURANCE.** HRUBY shall maintain fire and casualty insurance on the premises. HRUBY shall be named as an insured in such policies.
TAXES, INSURANCE AND POA DUES.

2011 MAR 04 07:54:34
MICHAEL J. HANNAH
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2011 DEC 29 AM 9:35



Taxes: The portion of the monthly payment as mentioned in paragraph 3. for Taxes, is currently 1/12 of the current taxes. As the taxes increase/decrease for the Real Estate, so shall the payment be applied to the taxes. The monthly payment made by PACEWICZ to satisfy the payment for taxes shall be applied by HRUBY to such payment at proper time to satisfy PACEWICZ's requirement hereunder.

Insurance: The portion of the monthly payment as mentioned in paragraph 3. for Insurance, is currently 1/12 of the current insurance. As the insurance increase/decrease for the Real Estate, so shall the payment be applied to the insurance. The monthly payment made by PACEWICZ to satisfy the payment of the insurance shall be applied by HRUBY to such payment at proper time to satisfy PACEWICZ's requirement hereunder.

POA Dues. The portion of the monthly payment as mentioned in paragraph 3. for the POA Dues, is currently 1/12 of the current POA Dues. As the POA dues increase/decrease for the Real Estate, so shall the payment be applied to the dues. The monthly payment made by PACEWICZ to satisfy the payment of POA Dues shall be applied by HRUBY to such payment at proper time to satisfy PACEWICZ's requirement hereunder.

8. **INDEMNITY REGARDING USE OF PREMISES.** PACEWICZ agrees to indemnify, hold harmless, and defend HRUBY from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which HRUBY may suffer or incur in connection with PACEWICZ's use of the premises.
9. **MECHANICS LIENS.** Neither the PACEWICZ nor anyone claiming through the PACEWICZ shall have the right to file mechanics liens or any other kind of lien on the premises. Further, PACEWICZ agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.
10. **DEFAULTS.** PACEWICZ shall be in default of this Agreement if PACEWICZ fails to fulfill any obligation or term under this Agreement by which PACEWICZ is bound. Subject to any governing provisions of law to the contrary, if PACEWICZ fails to cure any financial obligation within 30 days (or any other obligation within 30 days) after written notice of such default is provided by HRUBY to PACEWICZ, HRUBY may take possession of the premises without further notice, and without prejudicing HRUBY's rights to damages. In the alternative, HRUBY may elect to cure any default and the cost of such action shall be added to PACEWICZ's financial obligation under this Agreement. PACEWICZ shall pay all costs, damages, and expenses suffered by HRUBY by reason of PACEWICZ's defaults.
11. **ASSIGNABILITY/SUBLETTING.** PACEWICZ may not assign or sublease any interest in the premises without the prior written consent of HRUBY.
12. **OPTION TO BUY:** It is the desire and goal of the parties that PACEWICZ will buy the herein Real Estate. PACEWICZ shall have five (5) years from the date of this Agreement, up to and including March 31, 2015 to obtain a mortgage and purchase the real estate based on the terms mentioned hereafter.

Purchase Price: The purchase price for the Real Estate shall be the sum of Ninety Thousand and 00/100 (\$90,000.00) Dollars, minus any credits as mentioned hereafter.

Credits: As incentive for PACEWICZ to buy the herein Real Estate, she shall have a credit in the sum of \$193.00 to be subtracted from the purchase price for payments she has made between March of 2010 through and including November 2010. Furthermore, for each and every monthly payment that she does make beginning December 1, 2010 and thereafter, she shall receive a credit of \$31.00 towards the purchase price.

13. **CUMULATIVE RIGHTS.** The rights of the Parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.
14. **NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

HRUBY: Kathy Hruby
8201 Lakeview Court
Crown Point, IN 46307

PACEWICZ: Holly C. Pacewicz
4040 Kingsway Drive
Crown Point, IN, 46307

Such addresses may be changed from time to time by either party by providing notice as set forth above.

15. **ENTIRE AGREEMENT/AMENDMENT.** This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written. The Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
16. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

IN WITNESS WHEREOF, the Parties have executed this Lease and Agreement To Purchase Real Estate as of the date first shown above.

HRUBY:

Kathy Hruby
KATHY HRUBY

STATE OF INDIANA)
COUNTY OF LAKE)

PACEWICZ:

Holly C. Pacewicz
HOLLY C. PACEWICZ

Before me, a Notary Public in and for said County and State, on this 22 day of January, 2011, personally appeared KATHY HRUBY, and acknowledged the execution of the above and forgoing Lease and Agreement To Purchase Real Estate to be her voluntary act and deed.

WITNESS my hand and Notarial Seal.

Wendell W. Goad II
WENDELL W. GOAD II, Notary Public,
Resident of Lake County, Indiana

My Commission Expires:
03/26/17

STATE OF INDIANA)
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 22 day of January, 2011, personally appeared HOLLY C. PACEWICZ, and acknowledged the execution of the above and forgoing Lease and Agreement To Purchase Real Estate to be her voluntary act and deed.

WITNESS my hand and Notarial Seal.

Ashley E Fedak
Ashley E Fedak, Notary Public,
Resident of LAKE County, Indiana

My Commission Expires:
12/21/2012



ASHLEY E. FEDAK
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires December 21, 2012
Resident of Lake County, Indiana

COPY