

This Indenture, Made this Tenth day of November in the year of our Lord One Thousand

Eight Hundred and Ninety Two Between Deane Bros & Lincoln of the City of Chicago Cook County State of Illinois party of the first part, and The Dayton Furnace & Foundry Co. of No 862, Germantown St. in the town of Dayton County of Montgomery State of Ohio party of the second part

WITNESSETH, That the party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the party of the second part, has demised and leased to the party of the second part, the premises in the City of Chicago County of Cook and State of Illinois known and described as follows:

The Room 75 x 35 feet more or less, 35 ft on Wabash Ave & 75 ft on Randolph St. in the second story of the building bearing numbers fifty-nine, sixty-one & sixty-three (59-61-63) Wabash Ave same to be occupied as offices and for the carrying of samples of furnace and stoves, not to exceed ~~ten~~ ten furnaces nor fifty stoves at any one time and for samples of Mineral Water for no other purpose whatever without the permission of the said party of the first part

To have and to hold the same, unto the party of the second part, from the tenth day of November A. D. 189 2 until the thirtieth day of April A. D. 189 4 And the party of the second part in consideration of said demise, do covenant and agree with the party of the first part as follows:

FIRST. To pay as rent for said demised premises the sum of Three thousand two hundred and forty one dollar Dollars and sixty six cents payable as follows installments of on November 10th 1892 One hundred & sixteen dollars Dollars & sixty six cents on December first 1892 One hundred & seventy five dollars and the like amount of One hundred and seventy five dollars (\$75) to be paid the first day of each succeeding month up to and inclusive of April first 1893 then on May first 1893 the rent shall be One hundred and eighty seven dollars & fifty cents (\$187.50) the month same payable in advance in like manner on the first day of each month up to April 30, 1894

SECOND. That the Y has examined and know the condition of said premises, and has received the same in good order and repair, except as hereon otherwise specified, and that no representations as to the condition or repair thereof, have been made by the party of the first part or the agent of said party, prior to, or at the execution of this lease, that are not herein expressed or endorsed hereon; and that the Y will keep said premises in good repair, replacing all broken glass with glass of the same size and quality as that broken; and will keep said premises, and appurtenances, including catch basins, vaults and adjoining alleys, in a clean and healthy condition, according to the city ordinances, and the direction of the proper public officers, during the term of this lease, at his own expense; and will, without injury to the roof, remove the snow and ice from the same when necessary, and clean the snow and ice from the sidewalks in front of said premises; and upon the termination of this lease, in any way, will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted), and deliver the keys at the

THIRD. That the party of the first part shall not be liable for any damage occasioned by failure to keep said premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, wash-stand, water closet or waste pipe in, above, upon or about said building or premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, sky-light, trap door or otherwise, nor for any damages arising from acts or neglect of co-tenants or other occupants of the same building, or of any owners or occupants of adjacent or contiguous property.

FOURTH. That he will not allow said premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, nor to be occupied, in whole or in part, by any other person, and will not sub-let the same, nor any part thereof, nor assign this lease, without in each case the written consent of the party of the first part first had, and will not permit any transfer, by operation of law, of the interest in said premises acquired through this lease; and will not permit said premises to be used for any unlawful purpose or purpose that will injure the reputation of the same or of the building of which they are a part, or disturb the tenants of such building or the neighborhood; and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not permit any alteration of or upon any part of said demised premises, nor allow any signs or placards posted or placed thereon, except by written consent of first party; all alterations and additions to said premises shall remain for the benefit of the lessor unless otherwise provided in said consent as aforesaid.

FIFTH. To pay (in addition to the rents above specified,) all water rents and gas bills taxed, levied or charged on said demised premises, for and during the time for which this lease is granted, ~~and in case no water rents are levied specifically upon said premises, to pay the part of all water rents levied or charged upon the building in which said demised premises are situate;~~ and in case said ~~water rents and~~ gas bills shall not be paid when due, said party of the first part shall have the right to pay the same, which amounts so paid, together with any sums paid by said party of the first part, to keep said premises and their appurtenances in a clean and healthy condition, as hereinbefore specified, are hereby declared to be so much additional rent, and shall be due and payable with the next installment of rent due thereafter under this lease.

SIXTH. To allow the party of the first part free access to the premises hereby leased for the purpose of examining or exhibiting the same, or to make any needful repairs or alterations of said premises, which said first party may see fit to make; also to allow to have placed upon said premises, at all times, notice of "For Sale" and "To Rent," and will not interfere with the same.

SEVENTH. If said party of the second part shall abandon or vacate said premises, the same shall be re-let by the party of the first part for such rent, and upon such terms as said first party may see fit; and if a sufficient sum shall not be thus realized, after paying the expenses of such re-letting and collecting, to satisfy the rent hereby reserved, the party of the second part agrees to satisfy and pay all deficiency.

EIGHTH. At the termination of this lease, by lapse of time or otherwise, to yield up immediate possession to said party of the first part, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of ten dollars per day; but the provisions of this clause shall not be held as a waiver by said first party of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmation of the tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for any breach of any of the covenants herein.

NINTH. It is further covenanted and agreed, By said party of the second part, that there shall not be kept or used on said premises naphtha, benzine, benzole, gasoline, benzine-varnish, or any product, in whole or in part, of either, or gunpowder, fireworks, nitro glycerine, phosphorus, saltpetre, nitrate of soda, camphene, spirit-gas, or any burning fluid or chemical oils, without the written permission of the party of the first part, and the generating or evaporating or using on said premises or contiguous thereto, of gasoline, benzine, naphtha, or any other substance for a burning gas or vapor for lighting, other than the ordinary street gas or kerosene of lawful fire test, is absolutely prohibited unless permitted in writing hereon

It is Expressly Agreed, Between the parties hereto, that if default be made in the payment of the rent above reserved, or any part thereof, or in any of the covenants and agreements herein contained, to be kept by the party of the second part, it shall be lawful for the party of the first part or the legal representatives of said party at any time thereafter, at the election of said first party, or the legal representatives thereof, without notice, to declare said term ended, and to re-enter said demised premises, or any part thereof, either with or without process of law, and the said party of the second part or any person or persons occupying the same, to expel, remove and put out, using such force as may be necessary so to do, and the said premises again to repossess and enjoy, as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants, and said party of the second part further covenants and agrees, that said party of the first part, or the representatives or assigns of said party, shall have, at all times, the right to distrain for rent due, and shall have a valid and first lien upon all property of said party of the second part, whether exempt by law or not, as security for the payment of the rent herein reserved. The party of the second part hereby irrevocably constitutes itself or any attorney of any Court of Record of this State, attorney for

itself in its name, on default by it of any of the covenants herein, and upon complaint made by said first party, his agent or assigns, and filed in any such Court, to enter its appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against itself in favor of said party of the first part, or them assigns, for forcible detainer of said premises with costs of said suit; and also to enter its appearance in such Court, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party, by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal from said judgment and judgments, and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately, said party of the second part hereby expressly waiving all right to any notice or demand under any statute of this State, relating to forcible entry and detainer.

It is Further Agreed, By the parties hereto, that after the service of notice, or the commencement of a suit, or after final judgment for possession of said premises, the first party may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

In case said premises shall be rendered untenable by fire or other casualty, the lessor may at his option terminate this lease, or repair said premises within thirty days, and failing so to do, or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

The party of the second part further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the party of the first part in enforcing the covenants and agreements of this lease; and all the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to their respective heirs, executors, administrators and assigns.

Witness the hands and seals of the parties hereto, the day and year first above written.

Signed Benjamin Gates - Treasurer SEAL

IN PRESENCE OF
signed D. B. Turner

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