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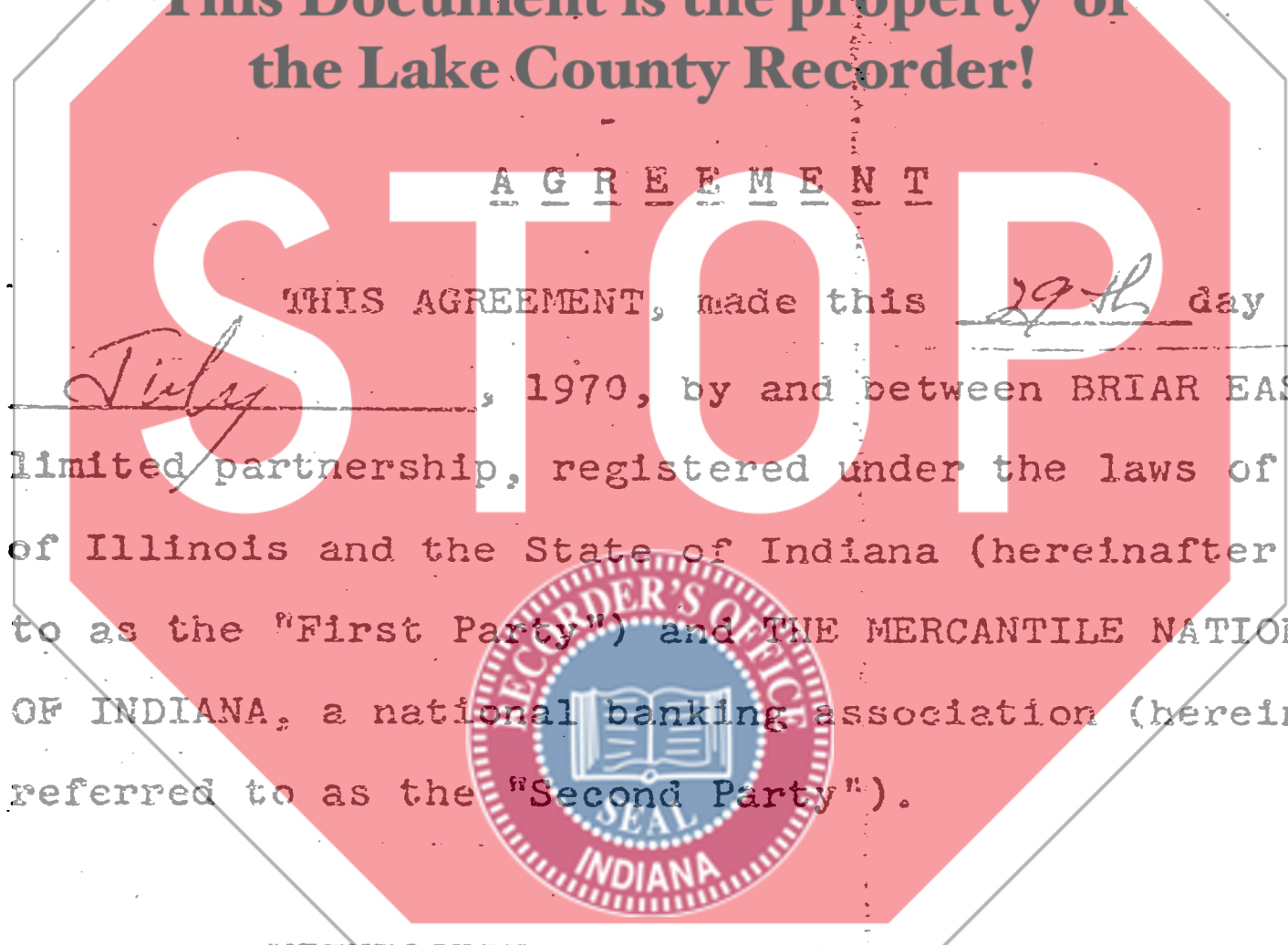
GALVIN, GALVIN & Leoney, ATTYS
5231 HOBMAN AVE
HAMMOND, INDIANA (2)

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LAKE COUNTY TITLE COMPANY
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

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AGREEMENT
THIS AGREEMENT, made this 29th day of July, 1970, by and between BRIAR EAST, a limited partnership, registered under the laws of the State of Illinois and the State of Indiana (hereinafter referred to as the "First Party") and THE MERCANTILE NATIONAL BANK OF INDIANA, a national banking association (hereinafter referred to as the "Second Party").



WITNESSETH THAT, WHEREAS:

Second Party wishes to purchase from First Party and First Party wishes to sell to Second Party a certain tract or parcel of land (hereinafter referred to as "Property"), which Property is more particularly described as follows:

A parcel of land lying in the Southwest Quarter of Section 10, Township 36 North, Range 9 West of the Second P.M. being more particularly described as beginning at the Northwest corner of the Southwest Quarter of said Section 10, thence South 89° 13' 15" East along the North line of the Southwest Quarter of Section 10 (said North line also being the centerline of 169th Street), a distance of 2039.14 feet to the point of beginning; thence South 0° 46' 45" West, a distance of 233.0 feet; thence South 89° 13' 15" East a distance of 160 feet; thence North 0° 46' 45" East a distance of 233.0 feet to the North line of the Southwest Quarter of said Section 10; thence North 89° 13' 15" West, a distance of 160.0 feet to the point of beginning, excepting the North 33 feet thereof taken for 169th Street, containing 0.734 acres more or less all in the City of Hammond, Lake County, Indiana.

STATE OF INDIANA
FILED FOR RECORD
AUG 7 2 06 PM '70

For Attached Plat see book 40 pg 111

This agreement prepared by Leonard Schanfield,
105 West Adams Street, Chicago, Illinois 60603.

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WHEREAS, First Party owns and controls property abutting on the easterly, westerly and southerly property lines of the Property, which property is legally described in Exhibit "A" attached hereto and is commonly known as the Briar East Shopping Center (hereinafter referred to as "Shopping Center"); and

WHEREAS, the approximate location and size of present and prospective buildings and the general layout of parking and other facilities (hereinafter defined as "Common Areas") is shown on a plot plan prepared by Camburas & Theodore, dated January 19, 1970 and revised June 19, 1970 and attached hereto as Exhibit "B" (nothing contained in said exhibit or this Agreement shall constitute a representation that the Shopping Center shall contain the buildings or tenants as indicated in said exhibit); and

WHEREAS, pursuant to the terms of an Agreement between First Party and Second Party dated June 24, 1970, Second Party agreed to purchase from First Party the Property; and

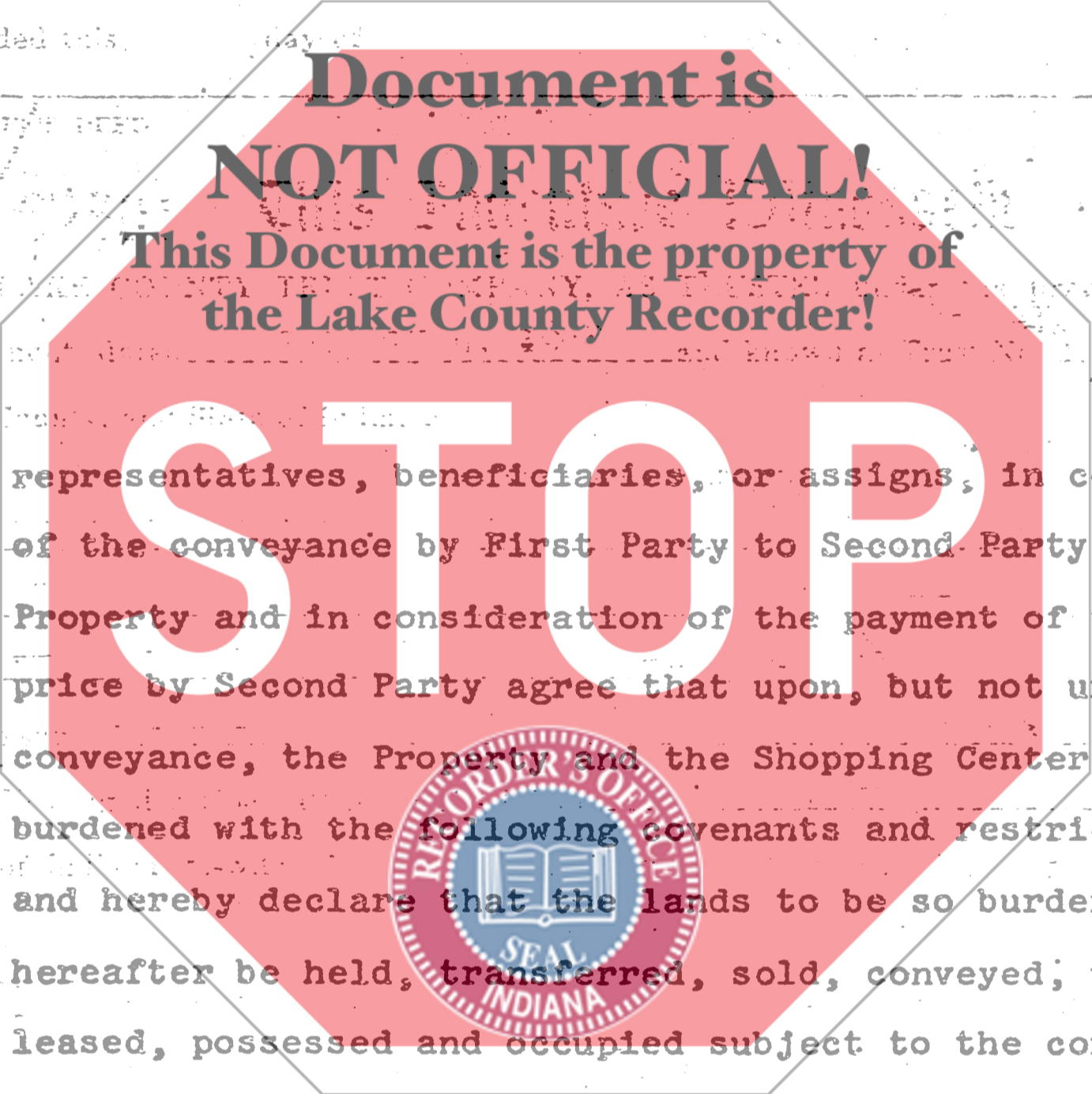
WHEREAS, the parties hereto agree with each other that said sale and purchase pursuant to the terms of said Agreement shall be subject to the conditions and covenants set forth below.

NOW THEREFORE, the parties hereto, for themselves, their heirs, successors, grantees, lessees,

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Palmer, J. D. Attorney, 5231 Hohman Ave - Hammond, Indiana

Recorded this day of Recorder



representatives, beneficiaries, or assigns, in consideration of the conveyance by First Party to Second Party of the Property and in consideration of the payment of the purchase price by Second Party agree that upon, but not until such conveyance, the Property and the Shopping Center shall be burdened with the following covenants and restrictions and hereby declare that the lands to be so burdened shall hereafter be held, transferred, sold, conveyed, used, leased, possessed and occupied subject to the conditions which are hereby created:

1. Second Party agrees that the Property shall be used solely for conducting a general banking business and, as hereinafter limited, for general office use as follows: (i) no more than 500 square feet of the building to be constructed on the Property will be leased for office use during the first five (5) years after completion of such building, and (ii) no more than 1,500 square feet of the building to be constructed on the Property will be leased for office use during the second five (5) years after completion of such building, or (iii) the entire building to be constructed on the Property may be leased for office use during the ten (10) year period next following the five (5) years after

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completion of the building, if Second Party has ceased to
conduct a general banking business therein. For a period
of thirty-five (35) years from and after expiration of
the first fifteen (15) years following completion of the
building to be constructed on the Property, Second Party
shall not use the Property for the conduct of any business
or in any manner other than as is permitted herein, without
obtaining First Party's written approval thereto, which
approval shall not be unreasonably withheld. First Party's
refusal to grant such approval shall not be deemed unreason-
able if it is based upon the fact that the business to be
conducted on or the use to be made of the Property would
cause the First Party to violate any lease, deed or other
agreement it has entered into with any other party relating
to the Shopping Center or property contiguous thereto as
to the exclusive operation of any business within the
Shopping Center or on such contiguous property. Second
Party agrees that all structures and improvements placed
or to be placed upon the Property shall be designed for
use in or incident to the conduct of such business as is
permitted herein. First Party agrees that it shall not
for a period of fifty (50) years hereafter permit use
of the Shopping Center by anyone other than Second Party
for conducting a banking business or a savings and loan

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business so long as Second Party continues to conduct a banking business on the Property. All buildings or other structures placed upon the Property shall be set back a minimum of 35 feet from the Northerly line of the Property and a minimum of 25 feet from the three other sides of the Property except that a booth and related facilities for handling banking directly from vehicular traffic ("drive-in banking") may be constructed in the 25 foot set back area adjoining any one of such three lot lines. Second Party agrees to construct a building of only one story and agrees that no part of such building or anything placed thereon, or any other structure placed or to be placed on the Property will exceed a height of 30 feet above ground level. Second Party agrees that all preliminary and final plans and specifications for the bank building and any other structures and improvements to be placed or erected on the Property shall be submitted for First Party's approval before commencement of construction. Second Party further agrees that final plans will substantially conform to the preliminary plans approved by the First Party. First Party shall not unreasonably withhold its approval of preliminary plans and specifications and the refusal to grant such approval shall not be deemed unreasonable if it is based upon the fact that the improvements

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are not of the same or a complementary design and style to that used for buildings in the Shopping Center. If the First Party does not either approve or reject Buyer's building plans or any subsequent revisions in writing within fifteen (15) days after submission to the First Party, such plans shall be deemed rejected. If First Party rejects the original preliminary plans and specifications and two revisions thereto, the parties hereto will be deemed to have reached an impasse, and this Agreement shall be of no further force and effect, and First Party shall return all monies received by it from Second Party hereto. Second Party agrees that it will within twelve (12) months after approval by First Party of final plans and specifications and subject only to matters and delays beyond its control, complete the erection of the improvements set forth in said plans and specifications. Second Party agrees that no sign placed on the Property, the building or on any improvements erected or to be erected thereon shall have a display surface larger than 120 square feet.

2. First Party hereby grants to Second Party a perpetual non-exclusive easement and license to use all "Common Areas" (as that term is hereinafter defined) of the Shopping Center. The foregoing

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easement and license shall be subject to: (a) the right of First Party to promulgate reasonable rules and regulations relating to the use of all Common Areas; (b) the right of the First Party to make such reasonable changes in the Common Areas as will not substantially reduce the total Common Areas but will in the sole judgment of the First Party be for the best interest of the tenants and other occupants of the Shopping Center; and (c) the right to rearrange the dimensions and identity of buildings and premises in the Shopping Center, including entrances, loading docks and other portions thereof; provided however, that none of the foregoing rights of the First Party to promulgate rules or to alter or change the Common Areas shall permit First Party to do any of the following without the written permission of the Second Party: (i) construct entrances, islands, bumpers or traffic patterns that unreasonably restrict access to the Property from 169th Street, or from the Shopping Center itself across the Common Areas; or (ii) construct any building, structure, (except for pylon or similar signs to be located within the area shown therefor in Exhibit "B" hereto which designate the Shopping Center and its tenants or facilities) bumpers, traffic and directional signs, sidewalks and landscaping areas) on the surface of the Common Area situated south

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of the center line of 169th Street and between the center lines of Missouri and Montana Streets extended to a depth of 333 feet south of the center line of 169th Street.

3. Second Party hereby grants to First Party a perpetual non-exclusive easement and license to use all of the "Bank Common Areas" (as that term is hereinafter defined) of the Property. The foregoing easement and license shall be subject to: (a) the right of Second Party to promulgate reasonable rules and regulations relating to the use of the Bank Common Areas; (b) the right of the Second Party to arrange its own parking area so as to assist in the orderly parking of cars; and (c) the right in the Second Party to eliminate entirely or relocate within the Bank Common Areas its facilities for drive-in banking.

4. The use and benefit of the easement and license granted in Paragraphs 2 and 3 hereof respectively may be extended by the respective grantee thereof to and for the use and benefit of its tenants, or any other occupant of the real property and their agents, employees, customers or other invitees.

5. "Common Areas" as used in this Agreement means all areas (including without limitation, parking areas, access roads, driveways, landscaped

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areas, truck service ways or tunnels, ramps, sidewalks, and pedestrian malls) of the Shopping Center which are or shall be, from time to time hereafter, provided by the First Party for the common or joint use and benefit of itself, any tenants of itself, and the tenants and other occupants of the Shopping Center and their agents, employees, customers, or other invitees. First Party agrees that the Common Areas shall at all times contain a parking area in a ratio of three (3) square feet of parking area to one (1) square foot of rentable building area of the Shopping Center.

6. "Bank Common Areas" as used in this Agreement means all areas (including without limitation, parking areas, access roads, including access lanes to drive-up windows, driveways, landscaped areas, truck service ways, ramps, sidewalks and pedestrian malls) of the Property which are or shall be, from time to time hereinafter, provided by Second Party for the common or joint use and benefit of its employees, agents, customers and other invitees. Second Party agrees that the Bank Common Areas shall at all times contain a parking area in a ratio of three (3) square feet of parking area to one (1) square foot of ground floor area in buildings on the Property.

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7. First Party shall maintain and manage the Common Areas and shall provide services requisite thereto, including but not limited to the following; lighting, cleaning, removing snow and ice, policing and repairing same. First Party shall pave and stripe the parking area in the Common Areas and keep such parking facilities and all access roads, driveways and walks constituting a part thereof and shown on Exhibit "B" hereof in good condition and repair. Second Party shall maintain and manage the Bank Common Areas and shall provide services requisite thereto, including but not limited to the following; lighting, cleaning, removing snow and ice, policing and repairing same. Second Party shall pave and stripe the parking area in the Bank Common Areas and keep such parking facilities and all access roads, driveways and walks, constituting a part thereof and shown on Exhibit "B" hereof, in good condition and repair. If either party hereto fails to make any payments or to perform any of the obligations assumed hereunder, the same may be performed by the other party in whose favor such undertaking runs and the defaulting party shall be liable on demand for the repayment of any sums so expended and for

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costs and expenses (including reasonable attorney's fees)
incurred in making or collecting same.

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8. Upon recordation of a deed to the
Property to Second Party, this Agree-
ment shall be and become binding upon and inure to the
benefit of the parties hereto and respective successors,
grantees, transferees and assigns. First Party may be
relieved of its liability for any undertaking and obli-
gation imposed upon it hereunder, upon the complete and
full transfer of its interest in the Shopping Center and
the assumption of such undertakings by the transferee.
Second Party may be relieved of its liability for any
undertaking and obligation imposed upon it hereunder
(except its undertaking to erect a building as provided
in Paragraph 1 herein), upon the complete and full transfer
of its interest in the Property and the assumption
of such undertakings by the transferee. Should any of
the covenants and agreements herein contained be violated
or breached by either party, then in addition to the
rights hereinabove set forth in Paragraph 7, the



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other party may as its sole remedy have the right to sue for and obtain an injunction (prohibitive or mandatory) to prevent the breach of, or to enforce the performance or observance of said covenants and agreements.

9. The parties hereto agree that this instrument shall not be recorded and that the covenants and agreements shall not be effective with respect to the Property and the Shopping Center, unless the deed of conveyance to the Property from First Party to Second Party has been duly and properly recorded.

10. Lake County Trust Company joins herein, not individually, but as Trustee under an Agreement dated July 17, 1968 and known as Trust No. 1411, solely for the purpose of subjecting the legal title to the Shopping Center to the terms hereof. No liability is assumed by or shall be asserted against Lake County Trust Company as a result hereof, and any and all claims against the Trustee which may result herefrom shall be payable or satisfied, insofar as the Trustee is concerned, out of the Shopping Center.

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11. Any notice required or permitted herein, shall be determined given and served, if and when mailed by registered mail, return receipt requested to:

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First Party: Briar East
110 S. Dearborn, Suite 311
Chicago, Illinois 60603



Lake County Trust Company
208 South Main Street
Crown Point, Indiana

Second Party: Mercantile National Bank of Indiana
5243 Hohman Avenue
Hammond, Indiana 46325

IN WITNESS WHEREOF, the said parties have executed this Agreement as of the day and year first above written.

BRIAR EAST, a Limited Partnership
By: Basilus Rypert Inc.
General Partner RAILWAY PROPERTIES, INC.
By: Gerald W. Fogelson (SEAL)
Gerald W. Fogelson

ATTEST:
Leonard Schanfield
Secretary

LAKE COUNTY TRUST COMPANY, as
Trustee under Trust No. 1411
By: Anah L. Taggart (SEAL)
Anah L. Taggart
Trust Officer

ATTEST:
Helen Haberzette
Assistant Secretary, Helen Haberzette

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MERCANTILE NATIONAL BANK OF INDIANA

By Benton M. Wakefield (SEAL)
Benton M. Wakefield, Jr.
President

ATTEST:

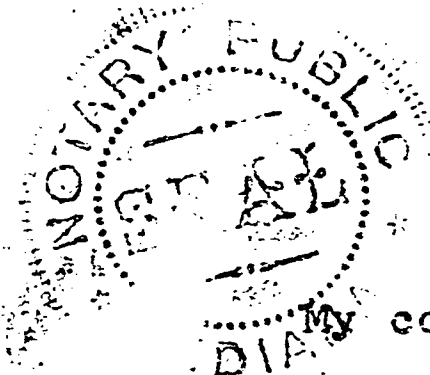
Perrin D. Schutz
Vice President and Cashier



INDIANA
STATE OF ~~INDIANA~~
COUNTY OF LAKE)
SS

Before me Opal F. Richards a Notary Public in and for said County, in the state aforesaid, this 29th day of July, 1970, personally appeared Gerald W. Fogelson, President and Leonard Schanfield, Assistant Secretary of ~~and~~ Railway Properties, Inc. as General Partner, and Secretary of Briar East, a Limited Partnership, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.



My commission expires
8-23-71

Opal F. Richards (SEAL)
Opal F. Richards
Notary Public in and for
Lake County, ~~INDIANA~~ INDIANA

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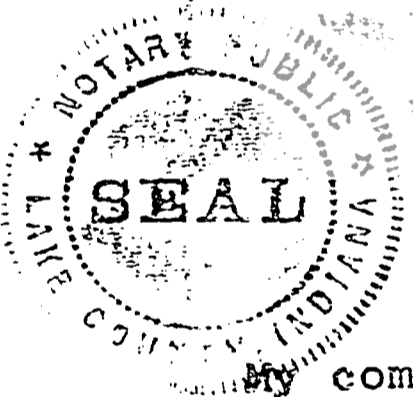
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STATE OF INDIANA)
COUNTY OF LAKE)

Before me Pauline Lloyd, a Notary Public in and for said County, in the state aforesaid, this 4th day of August, 1970, personally appeared ANAH L. TAGGART and Helen Haberzette, Trust Officer and Secretary of Lake County Trust Company, as Trustee under Trust No. 1411, respectively and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.



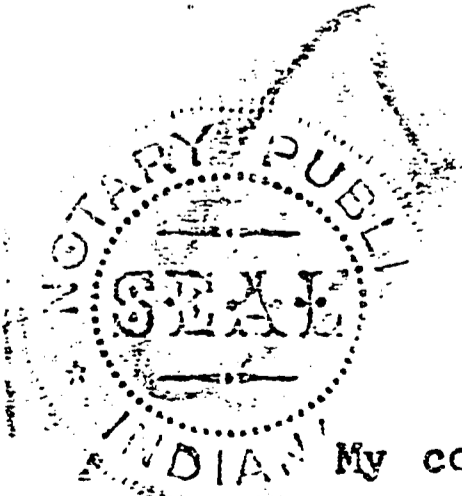
Pauline Lloyd (SEAL)
Pauline Lloyd
Notary Public in and for
Lake County, Indiana

My commission expires
May 22nd, 1972

STATE OF INDIANA)
COUNTY OF LAKE)

Before me Opal F. Richards, a Notary Public in and for said County, in the state aforesaid, this 29th day of July, 1970, personally appeared BENTON M. WAKEFIELD, JR. and PERRIN D. SCHUTZ, President and Vice President & Cashier of Mercantile National Bank of Indiana, respectively and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.



Opal F. Richards (SEAL)
Opal F. Richards
Notary Public in and for
Lake County, Indiana

My commission expires
8-23-71

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Exhibit A

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A parcel of land lying in the Southwest Quarter of Section 10, Township 36 North, Range 9 West of the 2nd P.M., being more particularly described as commencing at the Northwest corner of the Southwest Quarter of said Section 10, thence South $89^{\circ}13'15''$ East, along the North line of the Southwest Quarter of said Section 10 (said North line also being the centerline of 169th Street), a distance of 1495.92 feet; thence South $19^{\circ}13'15''$ East, a distance of 111.74 feet; thence South $0^{\circ}46'45''$ West, a distance of 88.0 feet to the point of beginning; thence South $0^{\circ}46'45''$ West, a distance of 257.0 feet; thence South $35^{\circ}34'36''$ East, a distance of 340.0 feet; thence North $46^{\circ}2'50''$ East, a distance of 285.0 feet; thence South $43^{\circ}57'10''$ East, a distance of 65.0 feet; thence North $46^{\circ}2'50''$ East, a distance of 155.0 feet; thence North $56^{\circ}9'45''$ East, a distance of 400.21 feet; thence North $0^{\circ}5'52''$ West, a distance of 200.0 feet to a point 30 feet South of the North line of the Southwest Quarter of said Section 10; thence North $89^{\circ}13'15''$ West on a line parallel to and 30 feet South of the North line of the Southwest Quarter of said Section 10, a distance of 726.17 feet; thence South $0^{\circ}43'45''$ West, a distance of 160.0 feet; thence North $89^{\circ}13'15''$ West, a distance of 160.0 feet to the point of beginning containing 8.84 Acres more or less all in the City of Hammond, Lake County, Indiana.

a. 29
/H

Exhibit A