

607104

Thomas L. Fessler
506 Ridge Rd.
Munster, In.

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AGREEMENT CREATING EASEMENT

THIS AGREEMENT, made and entered into this 29th day of October, 1980, between MERCANTILE NATIONAL BANK of Hammond, Indiana, as Trustee of Trust No. 2585, Lake County, Indiana, "Mercantile", and ABRAHAM OCHSTEIN and LYNN OCHSTEIN, of Munster, Lake County, Indiana, "Ochstein",

WITNESSETH:

WHEREAS, Mercantile owns and has title to the real estate located in the Town of Munster, County of Lake, State of Indiana, described as follows:

A part of the Southwest Quarter of the Northwest Quarter of Section 19, Township 36 North, Range 9 West of the 2nd P.M., in the Town of Munster, Lake County, Indiana, described as follows:

Commencing at a point on the South line of the Southwest Quarter of the Northwest Quarter of said Section 19, 426.3 feet East of the Southwest corner of said tract; thence East along said South line 255.7 feet; thence North at right angles to said South line 618.48 feet to a point in the center line of Ridge Road, thence North 78 degrees 56 minutes West along the center line of Ridge Road a distance of 255.79 feet, thence South 0 degrees 24 minutes West, a distance of 667.5 feet to the point of beginning, except that part taken for Ridge Road.

WHEREAS, Ochstein owns and has title to the real estate located in the Town of Munster, County of Lake, State of Indiana, described as follows:

Part of the Southwest Quarter of the Northwest Quarter of Section 19, Township 36 North, Range 9 West of the Second Principal Meridian, described as beginning at a point in the center of Ridge Road which is South 78 degrees 56 minutes East 868.49 feet from the intersection of the said center line and the West line of said Section; thence South 297.72 feet to a point; thence East 98.97 feet to a point; thence North 0 degrees 26 minutes West 278.78 feet to the center of Ridge Road; thence North 78 degrees 56 minutes West 98.71 feet to the place of beginning, in the Town of Munster, Lake County, Indiana; also commencing at a point in the center line of Ridge Road which is South 78 degrees 56 minutes East 688.49 feet from the intersection of the center

STATE OF INDIANA'S NO
LAKE COUNTY
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WILLIAM RILSKIN JR.
RECORDER

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James O. [Signature]
CLERK LAKE COUNTY

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line of Ridge Road and the West line of the said Northwest Quarter; thence on a line bearing South at an angle of 101 degrees 04 minutes with the center line of Ridge Road, 332.27 feet; thence East at right angles with said last described line 176.65 feet; thence North at right angles 297.72 feet to the center line of Ridge Road; thence North 78 degrees 56 minutes West 180 feet except that part taken for Ridge Road, in the Town of Munster, Lake County, Indiana.

WHEREAS, the properties are adjacent to each other so that the East line of said Mercantile Property forms the West line of said Ochstein Property; and

WHEREAS, the parties hereto, have agreed to grant to each other an easement or right-of-way along said adjoining property lines.

NOW THEREFORE, in pursuance of said Agreement and for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid by each of the parties to each other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations therein contained, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. Grant by Mercantile National Bank, as Trustee under the Terms and Provisions of Trust No. 2585. Mercantile hereby grants to Abraham Ochstein and Lynn Ochstein, his, her or their heirs and assigns, an Easement and Right-of-Way, together with the full and free right for him, her and the, and his, her and their tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of ingress and egress to and from the rear or any other portion of said Ochstein Property and/or the rear entrances of any improvements located on said Ochstein Property and for location of utilities, and for all other purposes connected with the use of said Ochstein Property, to pass and re-pass along and over a strip of land fifteen (15') feet wide, extending upon and along the East side of said Mercantile Property and in a Southerly direction across a sidewalk and a parkway

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from the right-of-way line of Ridge Road to a point fifteen (15') feet West of the Southwest corner of the Ochstein Property and thence East to a point which is the Southwest corner of the Ochstein Property, thence North along the West line of the Ochstein Property to the right-of-way line of Ridge Road.

2. Grant by Abraham Ochstein and Lynn Ochstein.

Ochstein hereby grants to the Mercantile National Bank, as Trustee of Trust No. 2585, its beneficiaries and assigns, an Easement and Right-of-Way, together with the full and free right for its beneficiaries, and its tenants, servants, visitors and licensees, in common with all others having the like right, and at all times hereafter with or without automobiles or other vehicles or on foot, for the purpose of ingress and egress to and from the rear and any other portion of said Mercantile Property and/or the rear entrances of any improvements located on said Mercantile Property and for location of utilities, and for all other purposes connected with the use of said Mercantile Property, to pass and re-pass along and over a strip of land fifteen (15') feet wide, extending upon and along the West side of said Ochstein Property and in a Southerly direction across a sidewalk and a parkway from the right-of-way line of Ridge Road to the South line of said Ochstein Property, and from thence West to the Southwest corner of the Ochstein Property, thence North along the East line of the Mercantile Property to the right-of-way line of Ridge Road.

3. Appurtenant. It is further understood and agreed that the easements granted herein are to be held by the respective grantees, his, her and their heirs and assigns as appurtenant to the land owned by the respective grantees.

4. Cost of Improvements and Maintenance. It is further understood and agreed that Ochstein shall install storm and sanitary sewer utilities in the easement given to Mercantile and described above and a paved or black top road twenty-seven (27) feet in width on the easements granted herein. The estimated cost of the installation of the storm and sanitary sewer utilities

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is Eleven Thousand Five Hundred Thirty-One (\$11,531.00) Dollars. The beneficiaries or assigns of the Mercantile Property shall be entitled to connect to and utilize the utilities installed in the easement upon payment to Ochstein of forty-eight (48%) percent of the estimated costs of installation of said utilities in the sum of Five Thousand Five Hundred Thirty-Five (\$5,535.00) Dollars.

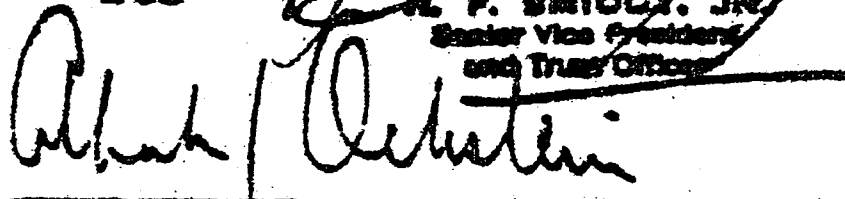
It is further understood and agreed that there may be no construction on the Mercantile Property for several years. Until new construction is commenced on the Mercantile Property, the Mercantile National Bank, as Trustee of Trust No. 2585, its beneficiaries or assigns shall not be responsible for any portion of the cost of maintenance of the utilities and roadway constructed on or within the easement. However, upon construction on the Mercantile Property, the owner, beneficiaries, or assigns of that property shall be responsible for one-half (1/2) of the cost of maintaining the roadway and utilities within the easement providing that Mercantile, its beneficiaries or assigns connect to and utilize said utilities.

5. Benefit. This Agreement shall be binding on the parties hereto, their beneficiaries, heirs, executors, administrators, agents and assigns.

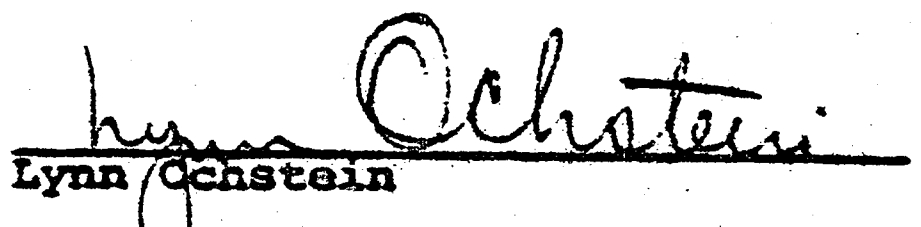
IN WITNESS WHEREOF, the parties here hereunto set their hands and seals the day and year first above written.

Mercantile National Bank,
as Trustee of Trust No. 2585

BY: 
Its H. F. SMIDDY, JR.
Senior Vice President
and Trust Officer


Abraham Ochstein

This instrument is executed by MERCANTILE NATIONAL BANK OF INDIANA, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by the MERCANTILE NATIONAL BANK OF INDIANA are undertaken by it solely as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against the MERCANTILE NATIONAL BANK OF INDIANA by reason of any of the covenants, statements, representations or warranties contained in this instrument.

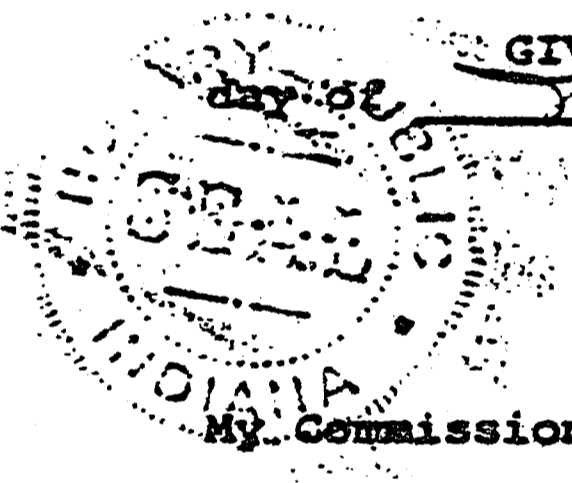

Lynn Ochstein

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STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I the undersigned, a Notary Public in and for said County, and State, do hereby certify that HARRY F. SMIDDY, JR., Senior Vice President and Trust Officer of MERCANTILE NATIONAL BANK OF INDIANA, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Agreement as his free and voluntary act as such Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 3rd day of November, 1980.



Christine VanNatta
Notary Public
A Resident of Lake County

My Commission Expires:
4-19-83

Christine VanNatta, Notary Public
County of Residence: Lake
My commission expires 4/19/83

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 29th day of October, 1980, personally appeared ABRAHAM OCHSTEIN and also appeared LYNN OCHSTEIN and each acknowledged the execution of the above and foregoing Agreement to be his and her voluntary act.

WITNESS my hand and Notarial Seal.

Karen E. Funk
Notary Public Karen E. Funk
A Resident of Lake County

My Commission Expires:
March 28, 1982