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REAL ESTATE OPTION AGREEMENT

THIS PURCHASE OPTION AGREEMENT is made and entered into this 25th day of April, 1984, by and between SIX-FOURTEEN INDIANA CORPORATION, an Indiana corporation, hereinafter referred to as the "Owner" and WILLIAM K. WAMPLER and PHYLLIS A. WAMPLER, husband and wife, hereinafter referred to as "Optionee".

1. Consideration and Grant of Option.

In consideration of the payment of One Dollar (\$1.00) to the Owner, the receipt and sufficiency whereof is hereby acknowledged, the Owner hereby grants to the Optionee (and his heirs and assigns) the sole and exclusive right and option to purchase the premises, hereinafter referred to as the "Premises", described in Exhibit A, attached hereto and made a part hereof, together with all improvements, easements and appurtenances thereto within the time specified herein.

2. Exercise of Option.

This option may be exercised by the Optionee at any time on or before 6:00 P.M. on the 25th day of April, 1984 by depositing written notice to such effect in the United States mail on or before 6:00 P.M. on the aforesaid date or delivering written notice of the exercise of this option to the Owner at the address hereinafter set forth on or before 6:00 P.M. on the foregoing date, along with a certified check in the sum of Ten Thousand Dollars (\$10,000.00) as earnest money deposit made payable to the Owner. The giving of such notice and paying the earnest money deposit shall result in this agreement becoming a binding contract of purchase and sale between the parties hereto. If the Optionee fails to exercise the option before its expiration, the consideration paid herewith which shall be retained by the Owner.

Contemporaneously with the Owner granting this option, Bernard H. Schenk is granting a real estate option to the Optionee on the premises located at 616 Thomas Street, Crown Point, Indiana, which adjoins the parcel that is the subject of this option, more particularly described as follows:

Part of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, in the City of Crown Point, Lake County, Indiana, described as follows:

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MAY 2 10 41 AM '84
WILLIAM BIELSKI JR
RECORDER

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Beginning at a point in the center line of Thomas Street which is 165 feet North of the center line of Monitor Street; thence North 168.96 feet; thence East 322.08 feet; thence South 168.96 feet; thence West 322.08 feet to the point of beginning.

The use of the two parcels of real property described in the separate options are necessary to each other and must be sold together. Although there are two separate options and two separate sales, they shall be treated as one purchase and the exercise of the option granted in this agreement shall not be valid unless the Optionee exercises both options at the same time for the purchase of both parcels and completes both sales at the same time.

3. Purchase Price.

The purchase price for the purchase of the property shall be determined as follows:

A. The premises described in Exhibit "A", which is attached hereto, by agreement of the parties was appraised by Vernon Lee. Vernon Lee's appraisal is attached hereto as Exhibit "B" and has established the fair market value for the premises as \$350,000.00.

The parties now agree that during the first six (6) years of this option, beginning on date of the execution of this agreement and continuing to the 28th day of April, 1990, the fair market value of the property as established by the appraisal of Vernon Lee shall be the purchase price for the property for said period of time.

B. In the event the Optionee does not exercise their option to purchase said property before April 28, 1990, then the purchase price at which the Optionee purchases the property shall be determined at the time the Optionee notifies the Owner in writing of their possible desire to exercise their option. After April 28, 1990, the giving of notice required in paragraph 2 to the Owner by the Optionee shall not constitute a binding agreement until the new purchase price for the property has been determined and accepted by the Optionee. The purchase price for the property after April 28, 1990 and for the remainder of the term of the option shall be determined at the time the Optionee notifies the Owner that they are contemplating exercising their option. Thereupon, the parties shall determine the purchase price by agreement, or in the absence of their agreement, the Owner and the Optionee shall each select a

cont....

It is therefore our opinion, that as of this date, the property located at 614 North Indiana Avenue, Crown Point, Indiana, has an estimated Market Value of approximately

THREE HUNDRED FIFTY THOUSAND DOLLARS
(\$ 350,000.00)

The value as stated herein, is based on the combined present use of the facilities under the same or equally competent management. This property is Special Purpose in design and use and any change in that use and/or management could have an impact, upon the value of the property, conceivably ruling this estimate as being null and void.

This report has been prepared for the exclusive benefit of Mr. Bernard H. Schenk, et al, and is subject to the General Assumptions and General Limiting Conditions as set forth in this report. Any third party who uses or relies upon information contained in this report does so at his own risk.

The July 23, 1980 report has been attached herewith as per your request.

We thank you for the opportunity of serving you and trust you find these reports satisfactory for your needs.

Respectfully submitted,

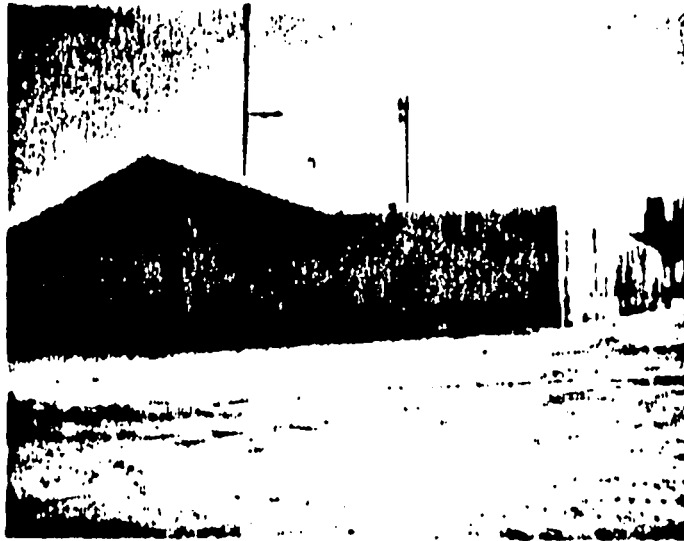

James E. Lee, RM-CRA

JEL/alm

Vernon E. Lee & Associates Appraisers-Consultants-Realtors.

PHOTOGRAPH

614 North Indiana Avenue
Crown Point, Indiana



real estate appraiser of their own choice and the two appraisers shall select a third real estate appraiser. The three real estate appraisers shall then appraise said property together and determine the value of the property. The value of the property then determined by the three appraisers shall be the purchase price of the property. In the event the three appraisers cannot mutually agree as to its value then the value shall be determined by adding the three values determined by the appraisers together and dividing by three. The resulting value shall then be the appraised value. After determination of the value, the value so determined shall be the value, unless agreed otherwise, for the remainder of the term of the option. If the Optionee exercises its option within thirty (30) days of the date of the determination of the value, then the parties shall each pay their own appraiser and equally share the cost of the third appraiser. If the Optionee does not exercise their option within thirty (30) days, then the Optionee shall pay the total cost of the appraisals. If after the thirty (30) days, the Optionee decides to exercise the option, then the cost of the appraisal shall be paid in the same manner as if the option had been exercised within the thirty (30) days. All real estate appraisers shall be duly certified Members of American Institute of Real Estate Appraisers (MAI) or Independent Fee Appraisers Senior (IAFS). The Optionee's exercise of the option shall be as provided in paragraph 2.

4. Payment of Purchase Price

The purchase price for the property shall be paid at the time of closing either in cash or certified funds.

The property is presently encumbered by a lease and a mortgage securing an economic development commission loan issued by the City of Crown Point in 1983. Said economic development loan cannot be assumed without the prior permission of the City of Crown Point and The Commercial Bank of Crown Point. If the Optionee as part of the payment of the purchase price, chooses to try to assume the outstanding balance owed upon said economic development commission loan and obtain the consent from the City of Crown Point and The Commercial Bank of Crown Point, the Owner shall cooperate with the

assumption so long as the Owner, Bernard H. Schenk and Blanche P. Schenk, his wife, their heirs, personal representatives, successors and assigns are released from any personal obligation under said loan.

5. Title.

Upon receipt of notice of the exercise of the option, the Owner shall forthwith have a search of the title made and a title insurance binder prepared and cause the same to be provided to each party. The Optionee shall within fifteen (15) days notify the Owner of any objections to the title. Such title will be acceptable when it is capable of being transferred to the name of the Optionee or nominee, subject only to taxes and assessments not then due and payable, and zoning ordinances; such easements, restrictions, reservations, covenants, limitations and other conditions of record; and outstanding mortgage to The Commercial Bank as Trustee for the economic development commission loan of 1983 dated September 21, 1983 and recorded September 26, 1983, and mortgage to Blanche P. Schenk dated September 21, 1983 and recorded September 26, 1983. Further subject to any and all leases and assignments between the Owner and the Hugh J. McLaughlin & Son, Inc. dated September 21, 1983 and recorded September 26, 1983.

6. Conveyance.

The premises shall be conveyed to the Optionee or his nominee, by general warranty deed, free and clear of all liens and encumbrances whatsoever, except for real estate taxes, general special assessments not then due and payable, zoning ordinances, easements, reservations, limitations, and restrictions contained in plat of subdivision, any mortgages assumed, lease to Hugh J. McLaughlin & Son, Inc. dated September 21, 1983 and recorded September 26, 1983 and any further objections which are on the property as evidenced by the mortgage title policy of insurance issued by Pioneer Title Insurance Company on September 27, 1983 under Commitment No. 116096-83.

7. Costs paid by the Owner.

On the exercise of the option and closing the transaction, the Owner shall be responsible for the following costs and expenses:

- A. Cost to the owner title insurance policy;

B. Cost of discharging liens on the premises not assumed by the Optionee;

C. All debts to be made by reason of the proration of taxes. Taxes and assessments shall be prorated on the basis of the latest tax statement available on the record date of transfer of title to the Optionee; provided, however, that if the tax statement available overstates such charges, any excess funds shall be repaid to the Owner upon a final determination of the actual amount due, or if the statement understates such charges, then the difference shall be paid to the Optionee.

8. Costs Paid by Optionee.

Upon the exercise of the option and the closing of the transaction, the Optionee shall be responsible for following costs and expenses:

- A. The cost of recording the deed of conveyance;
- B. The later date title charge;
- C. Assumption of mortgage cost, if any.

9. Closing.

The closing of the purchase shall take place within thirty (30) days after the Owner has provided evidence of his title as provided herein. The closing shall take place at such place as is agreeable to both parties.

10. Possession of Premises.

Possession of Premises shall be delivered to the Optionee, or his nominee, upon the record date of transfer of title, subject only to the right of any tenants then in possession.

11. Delivery of Notice.

All notices provided for herein, if not delivered in person, shall be sent by United States certified mail, return receipt requested, to the Optionee at 0251 North State Road 39, LaPorte, Indiana, 46350 and to the Owner, Six-Fourteen Indiana Corporation, c/o Bernard H. Schenk, at 69 Long Reach, Salem, South Carolina, 29676. Either party shall have the right to designate a new address for the receipt of said notice by written notice given as aforesaid.

12. Offer by Third Party.

In the event, during the term of this option, the Owner gets a bona

vide offer from a third party for the purchase of the property, which offer the Owner wants to accept, the Owner shall transmit said offer to the Optionee who shall then have thirty (30) days within which to exercise his option according to the terms of this agreement. If the purchase price offered by the third party is more than the appraised value established by Vernon Lee to be used during the first six (6) years of this option; or if during the last four (4) years of the option, the purchase price of the offer by a third party is more than the fair market value established by the appraisal of the three appraisers, then the purchase price so determined by Vernon Lee or the three appraisers shall be the sale price for the property from the Owner to the Optionee. In the event that the fair market value as determined by appraisals according to the terms of this agreement is more than the purchase price offered by the third party, then the purchase price offered by the third party and accepted by the Owner subject to the terms of this option, shall be the purchase price paid by the Optionee for the purchase of said property.

In the event that the Optionee does not exercise his option after receiving notice of the offer by the third party, within the time provided, the Owner shall be free to sell the property to the third party. In the event the sale is not completed, and there are subsequent offers by third parties, the same procedure shall follow for subsequent offers by third parties.

The Owner agrees not to sell the property subject to this option to a third party unless Bernard H. Schenk is selling the parking lot described in paragraph 2 herein to the same third party.

13. Representations.

Owner and Optionee hereby warrant and represent to each other that no real estate broker has participated in or pursued this transaction. Each of the parties shall indemnify and hold the other harmless with respect to any loss, cost, claim, or liability, including reasonable attorneys' fees, arising by reason of the breach of the warranties and representations contained herein. The warranties and representations contained herein shall survive the closing of this transaction.

14. Authority to Owner.

Concurrently with the execution hereof, Owner shall provide to the Optionee a certified copy of the resolution adopted by the directors and shareholders of the Owner authorizing the Owner to consummate this transaction.

15. Rights and Remedies.

Except as otherwise provided herein, the rights and remedies of the parties shall be limited to the following:

A. In the event the Optionee exercises their option and this sale is not closed because of or through a default of the Owner, the Optionee may enforce specific performance or demand the return of their earnest money and any other money paid to the Owner. The Optionee shall be presumed to have waived its right to specific performance by accepting the return of the money from the Owner.

B. If the Optionee exercises their option and the sale is not closed because of or through a default of the Optionee, the Owner may be entitled to declare the agreement canceled and keep the earnest money deposit paid by the Optionee as liquidated damages. All right of the Optionee in and to said property by virtue of the abandoned sale under this agreement shall terminate.

16. Attorney Fees.

If it is necessary for the Owner to bring legal action against the Optionee to enforce any of the covenants, terms or conditions of this agreement, or to obtain possession of said real property, either before or after rescission, or for the Optionee to bring legal action against the Owner, the prevailing party shall be entitled to recover from the other party the reasonable expenses, including attorney fees, made necessary by legal action.

17. Benefit of Agreement.

This agreement shall be governed by the laws of the State of Indiana and this agreement shall constitute the entire contract of the parties; when applicable, the singular shall include and mean the plural, and the

masculine gender shall include and mean the feminine or neuter gender; time shall be of essence, and this agreement shall extend to and bind the heirs, personal representatives, successors and assigns to the parties.

EXECUTED at Crown Point, Indiana, on the day and year first written above.

SIX-FOURTEEN INDIANA CORPORATION
BY: [Signature]
Bernard H. Schenk, President

ATTEST:

[Signature]
Dennis J. Ambrose, Secretary

OWNER

[Signature]
William K. Wampler

[Signature]
Phyllis A. Wampler

OPTIONEE

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bernard H. Schenk and Dennis J. Ambrose, the President and Secretary respectively of Six-Fourteen Indiana Corporation, and acknowledged the execution of the foregoing agreement.

WITNESS my hand and Notarial Seal this 27 day of April, 1984.

[Signature]
Notary Public [Signature]

My Commission Expires: 7-16-85
County of Residence of Notary Public: Lake

GAPOATE

STATE OF INDIANA, COUNTY OF ~~LAKE~~, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William K. Wampler and Phyllis A. Wampler, who acknowledged the execution of the foregoing agreement.

WITNESS my hand and Notarial Seal this 28th day of APRIL, 1984.

[Signature]
Notary Public DAVID E. LEWIS, JR.

My Commission Expires: 1-21-87
County of Residence of Notary Public: GAPOATE

This instrument prepared by Herman Barber, attorney at law.

EXHIBIT "A"

Part of the Southeast Quarter of Section 5, Township 34 North, Range 8 West, of the 2nd Principal Meridian, being the North 113.96 feet of the following described tract: Commencing at a point on the West side of the highway, 198 feet North of the Northeast corner of Lot 5 in Block 21 of Railroad Addition to the Town of Crown Point; recorded in Miscellaneous Record "A" pages 508 and 509, thence running North along the West line of the highway 2 chains 56 links; thence running West to a point which is 4 chains and 88 links East of the center of Thomas Street, being the Northeast corner of a piece of land deeded by Jacob Schaack and wife to Henry Frederick on December 11, 1882; thence running South 2 chains and 56 links to the Southeast corner of said Frederick lot; thence running East to the place of beginning, in the City of Crown Point, Lake County, Indiana.

Vernon E. Lee & Associates

APPRAISERS • CONSULTANTS • REALTORS
533 RIDGE ROAD • MUNSTER, INDIANA 46321 • 219-836-5330

January 24, 1984

Mr. Bernard H. Schenk
614 North Indiana Avenue
Crown Point, Indiana 46307

Re: Appraisal Update

Dear Mr. Schenk:

In accordance with your request, we have carefully reviewed the appraisal report of the property identified as 614 North Indiana Avenue, located in Crown Point, Indiana. That report is dated July 23, 1980.

Since that time you have made a building addition including two loading docks, sprinklered the building throughout, added a parking lot with lighting and landscaping.

The building addition area is shown on the attached plat of survey and it conforms well to the existing steel frame and concrete block structures. The addition is of masonry construction, on slab, with a steel joist roof deck system, suspended ceiling heating units. It has a small paint room with concrete block walls and fire resistant dry wall ceilings.

You have furnished us with actual cost data which we have compared with unit costs as published by Marshall Stevens and Boeckh's General Estimating Manuals.

The appraisal report dated June 23, 1980 has detailed information regarding the existing original improvements and the site, locational data, highest and best use and the appraisal process. In the interest of time, expense and repetition, this data has not been revised nor rewritten in this update.

In arriving at a revised estimate of value, the same approaches and considerations were applied that were utilized in the July 23, 1980 report. Adjustments for market changes, if any, were made in the valuation process.

EXHIBIT "B"

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