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#3-4501
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786252

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

PURCHASE MONEY MORTGAGE, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT

THIS PURCHASE MONEY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT is made at Gary, Indiana as of this 1st day of January, 1984, by and between DON MOSKOVITZ, ~~IRIS MOSKOVITZ~~, RICHARD GREEN, ~~DOLORES GREEN~~ and ROBERT GREEN (hereinafter, whether one or more, called the "Mortgagor"), and CERTIFIED GROCERS OF ILLINOIS, INC. EMPLOYEES PROFIT SHARING PLAN, having its principal office at 4800 South Central Avenue, in Chicago, Cook County, Illinois (hereinafter sometimes called the "Mortgagee").

W I T N E S S E T H :

WHEREAS, Mortgagor has executed and delivered to the Mortgagee, a certain Secured Installment Note (the "Note"), of even date herewith, made payable to the order of Mortgagee and delivered in the amount of One Hundred Five Thousand Dollars (\$105,000) and providing for interest on the unpaid balance thereof at the rate specified therein, all payable in installments as provided in the Note with a final payment of the balance of principal and interest on the 1st day of February, 1988, and all of said principal and interest payable in lawful money of the United States of America at the office of Mortgagee, or at such place as the legal holder of the Note may from time to time appoint in writing; and

WHEREAS, this mortgage is a purchase money mortgage given by Mortgagor to Mortgagee to secure payment of the purchase price for the mortgaged property.

NOW, THEREFORE, for the purpose of further securing the payment of the principal of and interest on the Note and the performance of the covenants and agreements herein contained to be performed by the Mortgagor, the Mortgagor hereby grants, remises, releases, aliens, mortgages, conveys and warrants unto the Mortgagee, its successors and assigns, the following described real estate situated in the County of Lake and State of Indiana to wit:

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, awnings, stoves, water heaters, built-in ovens, washers, dryers and disposal units. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises shall be considered as constituting part of the real estate, and all of which together with the real estate are hereinafter sometimes referred to as the "premises" or the "mortgaged property."

TO HAVE AND TO HOLD the mortgaged property unto the Mortgagee, its successors and assigns, forever for the purposes and uses herein set forth, hereby releasing and waiving all rights of the Mortgagor under and by virtue of all applicable Homestead Exemption, Valuation and Appraisalment Laws in respect to the premises hereby conveyed.

STATE OF INDIANA/S-S-#10.
LAKE COUNTY
FILED FOR RECORD
DEC 28 10 59 PM '84
REC'D
CLERK
J.R.

16.00
ct

Mortgagor covenants and agrees:

1. Mortgagor shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter constituting part of the premises which may become damaged or be destroyed (unless Mortgagee shall elect to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage); (ii) keep the premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (iii) pay, when due, any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and, upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (iv) complete, within a reasonable time, any building or buildings or other improvements now or at any time in process of erection upon the above described real estate; (v) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (vi) make no material alterations or additions to the premises except as required by law or municipal ordinance or as consented to in writing by Mortgagee, but in no event suffer or permit any removal or demolition of any part of the premises, nor suffer or permit the premises to be abandoned or to be used for a purpose other than for which the premises are presently used or represented to Mortgagee to be used; (vii) appear in and defend any proceedings which, in the opinion of the Mortgagee, impair the security afforded hereby.

2. Mortgagor agrees to deposit with the Mortgagee on each day on which an installment payment is to be made on the Note, until the indebtedness hereby secured shall have been fully paid, an amount equal to the amount estimated by the Mortgagee to be annually payable with regard to the premises, for real estate taxes, special assessment levies, property insurance premiums, and any similar charge divided by the number of installments to be made on the Note in each year, plus an amount equal to the theretofore accrued unpaid obligation for such taxes, assessments, premiums and other charges as estimated by Mortgagee in respect to which deposits have not been made. Said sums shall be held by the Mortgagee, without any allowance or payment of interest, for application for payment of taxes, special assessment levies and insurance premiums when due. The Mortgagor further agrees to deposit, within 10 days after receipt of demand therefor, any deficiency in the aggregate of such monthly deposits, in the event the tax, special assessment levies or insurance bills when issued, shall be in excess of the aggregate of such deposit being held for payment of such charge. All such deposits are pledged as additional security for payment of the indebtedness secured hereby and, in the event of a default in any of the provisions contained in this Mortgage or in the Note, at the option of the Mortgagee, the Mortgagee may, without being required to do so, apply any monies at the time on deposit to payment, in whole or in part, of any of the Mortgagor's obligations herein or in the Note contained in such order and manner as the Mortgagee may elect. The Mortgagee shall be under no obligation to obtain the tax, special assessment levies or insurance bills or to ascertain the correctness thereof, nor shall the Mortgagee be obligated to attend to the payment thereof, except on timely presentation of such bills, provided, however, the Mortgagee may make payments authorized in this Mortgage relating to taxator assessments or insurance bills according to any bill, statement or estimate which it may elect to procure from the appropriate public office or company, as the case may be, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. The Mortgagor shall pay, before any penalty attaches, all taxes, assessments, water charges, sewer charges and other charges

against the premises, for which sums as aforesaid are not deposited with the Mortgagee.

3. In the event of the enactment of any law deducting from the premises any mortgage lien thereon, or imposing upon the Mortgagee the payment of all or part of the taxes, charges or assessments previously paid by Mortgagor pursuant to this Mortgage, or changing the law relating to the taxation of mortgages, debts secured by mortgages or Mortgagee's interest in the premises so as to impose new incidents of tax on Mortgagee, then Mortgagor shall pay such taxes or assessments or shall reimburse Mortgagee therefore; provided that, however, if in the opinion of counsel to Mortgagee such payment cannot lawfully be made by Mortgagor, then Mortgagee may, at Mortgagee's option, declare all of the sums secured by this Mortgage to be immediately due and payable without prior notice to Mortgagor.

4. Until all unpaid indebtedness secured hereby is fully paid (or in case of foreclosure, until the expiration of the period of redemption, if any) the Mortgagor shall keep the buildings and improvements now or hereafter constituting part of the premises insured in an amount satisfactory to the Mortgagee (but the Mortgagee shall not require an amount exceeding the full insurable value of such buildings and improvements) against damage by fire (with extended coverage, vandalism and malicious mischief endorsements). The Mortgagor further agrees to maintain in full force and effect such other insurance as the Mortgagee may require, including any required flood insurance, in such amounts as shall be adequate to protect the mortgaged property, and in companies approved by the Mortgagee during said period or periods, and each shall contain the standard mortgage clause making all sums recoverable upon said policies payable to the Mortgagee. Acceptance by the Mortgagee of an insurance policy deposited by the Mortgagor or the purchase of insurance by the Mortgagee upon Mortgagor's failure so to do, will not of itself, constitute an admission either (i) that the building and improvement portions of the premises are fully insured, or (ii) that the policy satisfies all claims thereunder and in such case, the Mortgagor covenants to sign upon demand, or the Mortgagee may sign or endorse in the Mortgagor's behalf all necessary proofs of loss, receipts, releases, and other papers required of the Mortgagor to be signed by the insurance companies. At the option of the Mortgagee, all or part of the proceeds of any such insurance may be applied either to the restoration of the premises or to the reduction of the indebtedness secured hereby. In the event the premises are restored, the Mortgagee may pay the insurance proceeds in accordance with its customary construction loan payment procedures and the Mortgagor agrees to such event to pay the Mortgagee its customary fee for such services.

5. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any mortgaged property taken or for damages to any mortgaged property not taken, and all condemnation money so received shall be forthwith applied by the Mortgagee as it may elect to the immediate reduction of the indebtedness secured hereby or to the repair and restoration of any mortgaged property so damaged, upon the same conditions and with the same effect as provided in paragraph 4 with reference to the application of insurance moneys recovered by the Mortgagee.

6. Upon default of Mortgagor of any agreement herein, Mortgagee may, but need not, make any payment or perform any act required by the Mortgagor in this Mortgage in any form and manner deemed expedient, and in any event may, but need not make full or partial payments of principal or interest on prior

encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture regarding the premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized or by reason of the failure of the Mortgagor to perform the covenants in this Mortgage contained, and all expenses paid or incurred in connection therewith, including, without limitation, attorneys fees, and any other monies advanced by the Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate stated in the Note. Without limiting in any way the generality of the foregoing, all expenditures and expenses when paid or incurred by the Mortgagee in connection with (i) any proceeding, including, without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be made a part, either as plaintiff, claimant, or defendant by reason of this Mortgage or any indebtedness hereby secured; (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceedings which might affect the premises on the security hereof, whether or not actually commenced; or (iv) enforcement in any way of the provisions of the Note or of this Mortgage, shall become so much additional indebtedness secured hereby and payable at the time and with interest as aforesaid. Any such action of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor under the Note or this Mortgage. Each right, power or remedy herein conferred upon the Mortgagee is cumulative with every other right of the Mortgagee whether herein or by law or equity conferred.

7. The Mortgagor shall comply with and observe Mortgagor's obligations as landlord under all leases of the premises or any part hereof. Mortgagor, at Mortgagee's request, shall furnish Mortgagee with executed copies of all leases now existing or hereafter made letting all or any part of the premises, and all leases now or hereafter entered into will be in form and substance subject to the approval of Mortgagee. Mortgagor shall not, without Mortgagee's written consent, execute, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made letting all or part of the mortgaged premises, permit an assignment or sublease of such a lease without Mortgagee's written consent, or request or consent to the subordination of any lease letting all or any part of the premises to any lien subordinate to the Mortgage. Upon Mortgagee's request, Mortgagor shall assign to Mortgagee as additional security all leases now existing or hereafter made letting all or any part of the premises.

8. As part of the consideration for the indebtedness evidenced by the Note, Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee the rents and revenues of the premises, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the premises. Mortgagor hereby authorizes Mortgagee or Mortgagee's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the premises to pay such rents to Mortgagee or Mortgagee's agents; provided, however, that prior to written notice given by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Mortgage, Mortgagor shall collect and receive all rents and revenues of the premises as trustee for the benefit of Mortgagee and Mortgagor, to apply the rents and revenues so collected to the sums secured by this Mortgage with the balance, so long as no such breach has occurred, to the account of Mortgagor. Mortgagor agrees that

each tenant of the premises shall pay such rents to Mortgagee or Mortgagee's agents on Mortgagee's written demand therefor without liability on the part of said tenant to inquire further as to the existence of a default by Mortgagor.

Mortgagor hereby covenants that Mortgagor has not executed any prior assignment of said rents, that Mortgagor has not performed, and will not perform any acts or has not executed, and will not execute, any instruments which would prevent Mortgagee from exercising its rights under this Mortgage, and that at the time of execution of this Mortgage there has been no anticipation or prepayment of any of the rents of the premises for more than two months prior to the due dates of such rents. Mortgagor further covenants that Mortgagor will not hereafter collect or accept payment of any rents of the premises more than two months prior to the due dates of such rents.

If the rents of the premises are not sufficient to meet the costs of taking control of and managing the premises and collecting the rents, any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage, payable upon demand and shall bear interest from the date of disbursement at the rate stated in the Note. The entering upon and taking and maintaining of control of the premises by Mortgagee or a receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee hereunder. Upon release of this Mortgage, this assignment of rents of the premises shall terminate.

9. Mortgagor shall pay each item of indebtedness herein and in the Note, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee, and without notice to or demand upon the Mortgagor or to any other person obligated or bound by the Note, all unpaid indebtedness secured by this Mortgage shall become due and payable, notwithstanding anything in the Guaranty, the Note or in this Mortgage to the contrary, (i) upon default in making payment of any installment of principal or interest on the Note or in the payment of any other indebtedness arising under the Guaranty, the Note or this Mortgage, (ii) ten days after default shall occur in the performance of any other agreement of the Mortgagor herein contained and if such default shall not be cured within such ten days, or (iii) upon any other default specified in the Guaranty, the Note or any other document or instrument securing the Note, or (iv) upon default by Mortgagor under any other mortgage or trust deed with respect to the mortgaged premises.

10. If Mortgagor shall voluntarily file a petition under the Federal Bankruptcy Acts or under any state bankruptcy or insolvency act or an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Mortgagor shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Mortgagor, or if Mortgagor shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Mortgagor or charges, or at the election of the Mortgagee, in its sole discretion, to apply all or any part thereof to a reduction of said indebtedness; and it is further expressly covenanted and agreed that, upon any such breach, the Mortgagee shall have the right to immediately foreclose this Mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at once, or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor, or to any party claiming under the Mortgagor and without regard to the solvency or insolvency at the time of such application for a receiver of the Mortgagor or any other person or persons then liable for the payment of the indebted-

ness secured hereby, and without regard to the then value of the premises or whether the same shall then be occupied, in whole or in part, as a homestead by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceedings, appoint a receiver for the benefit of the Mortgagee, with power to take possession, charge and control of the premises, to lease the same, keep the buildings thereon insured and in good repair, and to collect all the rents, issues and profits of the premises during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during the full statutory period of redemption, if any; and the court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his attorney as allowed by the court, in payment (in whole or in part) of any or all of the following items in such order of priority as the Mortgagee may determine: (i) amount due upon the indebtedness secured hereby, (ii) amount due upon any decree entered in any suit foreclosing this Mortgage, (iii) insurance premiums or repairs as aforesaid, upon the premises that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same.

12. In case of foreclosure of this Mortgage, or the commencement of foreclosure proceedings or preparation therefor, all expenses of every kind paid or incurred by the Mortgagee in or about the enforcement, protection, or collection of this Mortgage, including, without limitation, reasonable costs, attorney's fees, and stenographer's fees of the complainant in such proceeding or preparation therefor, advertising costs, outlays for documentary evidence, and the cost of such title insurance or commitments therefor as deemed necessary by Mortgagee, in its sole judgment, shall be paid by the Mortgagor, and all similar fees, costs, charges and expenses paid or incurred by the Mortgagee in any other suit or legal proceeding in which it shall be or be made a party by reason of this Mortgage, all moneys advanced by the Mortgagee for any purpose authorized in this Mortgage, with interest on such advances at the rate stated in the Note, shall also be paid by the Mortgagor and all such fees, costs, charges and expenses, shall constitute so much additional indebtedness secured by this Mortgage, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose this Mortgage, whether or not decree of foreclosure shall have been entered, shall be dismissed, nor shall a release of this Mortgage be given until all such expenses, charges, and costs of suit, including Mortgagee's attorney's and stenographer's fees, shall have been paid.

13. This Mortgage is further intended to be a security agreement and a financing statement pursuant to the Uniform Commercial Code for any of the goods specified above as part of the premises which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said goods. Mortgagor agrees to execute and deliver such additional financing statements covering said goods from time to time and in such form as Mortgagee may require to perfect a security interest with respect to said goods. Mortgagor shall pay all costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said goods, including replacements and additions thereto. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code.

14. Mortgagor hereby waives to the extent permitted by applicable law any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of such Mortgagor, acquiring any interest or title to the premises subsequent to the date of this Mortgage.

15. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor, its heirs, executors, administrator, successors and assigns, and all persons claiming under or through the Mortgagor and the word "Mortgagor" when used herein, shall denote the plural as well as the singular and shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

16. Mortgagor further covenants and agrees not to transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of Mortgagee, and further that in the event of any such transfer by the Mortgagor without the written consent of the Mortgagee, the Mortgagee may, in its sole discretion, and without notice to the Mortgagor, declare the whole of the debt hereby secured immediately due and payable. If Mortgagor is a corporation, partnership or trust, a change in the ownership of its capital stock, capital or beneficial interest, respectively, each shall constitute a transfer restricted hereby.

17. No delay or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or of a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Mortgagee or by the holder of the Note. The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Mortgage shall not affect the remaining portions of this Mortgage, or any part thereof, and in case of any such invalidity, this Mortgage shall be construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted. No action for the enforcement of the lien or of any provisions hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note. Notwithstanding any subsequent extension of the time of payments of the Note, or any installment thereof, the liability of the maker thereof shall in no event cease until the payment in full of all indebtedness hereby secured. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

18. Any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at Mortgagor's address stated below. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor when given in the manner designated herein.

19. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage. Mortgagor shall pay Mortgagee's reasonable costs incurred in releasing this Mortgage.

WITNESS the hand(s) and seal(s) of the Mortgagor the day and year first above written.

MORTGAGOR:

Address:

1135 Oriole Drive
Munster, Indiana 46321

Don Moskowitz
Don Moskowitz

1135 Oriole Drive
Munster, Indiana 46321

Iris Moskowitz
Iris Moskowitz

2308 Robinhood Blvd.
Schererville, IN 46375

Richard Green
Richard Green

2308 Robinhood Blvd.
Schererville, IN 46375

Dolores Green
Dolores Green

3150 N. Lake Shore Dr.
Chicago, IL 60657

Robert Green
Robert Green

STATE OF Indiana)
COUNTY OF Lake) S

I, Milton Roth, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Don Moskowitz, ~~Iris Moskowitz~~, Richard Green, ~~Dolores Green~~ and Robert Green, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of August, 1984.

Milton Roth
Notary Public

My commission expires:

MILTON ROTH
NOTARY PUBLIC STATE OF INDIANA
LAKE CO.
MY COMMISSION EXPIRES MAY 22 1987
ISSUED THRU INDIANA NOTARY ASSOC.

Address of Property:

3400 West 15th Avenue,
Gary, Indiana

This document prepared by:

Robbi F. Kanter, Esq.
Rudnick & Wolfe
30 N. LaSalle Street
Suite 2900
Chicago, IL 60602
(312) 368-4034

EXHIBIT A

PARCEL I:

Lots Twenty-Four (24) to Twenty-Nine (29), both inclusive, Block Three (3), and the south half of the vacated alley lying North of Lots 24 to 28 and the North half of the vacated alley lying south of Lot 29, and that part of the vacated East Half of Jennings Street, described as follows: Commencing at the Southwest corner of said Lot Twenty-Eight (28), Block Three (3); thence North along the West line of Lots Twenty-Eight (28) and Twenty-Nine (29), to the Northwest corner of Lot Twnety-Nine (29); thence West 30 feet to the East line of the West Half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 7, Township 36 North, Range 8 West; thence South along said East line to the North line of 15th Avenue; thence East to the place of beginning, Tolleston Real Estate Co's. First Addition to Gary, as shown in Plat Book 9, Page 12, in Lake County, Indiana; and the South 233 feet of the West Half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 7, Township 36 North, Range 8 West of the 2nd P.M., except the West 99.37 feet thereof in the City of Gary, Lake County, Indiana.

PARCEL II:

Lots Nineteen (19) to Twenty-Three (23), both inclusive, Block Three (3), Tolleston Real Estate Company's First Addition to Gary, as shown in Plat Book 9, page 12, in Lake County, Indiana.