

415909

copy return: David R. Wickland  
8146 Calumet Avenue  
Munster, Indiana 46321

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

Mall tax bills to:

# WARRANTY DEED

836476

This indenture witnesseth that

GRACE M. SEED

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
JAN 10 1 14 PM '85  
RUDOLPH CLAY  
RECORDER

of

County in the State of Minnesota

Convey and warrant to NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT INC.

of

County in the State of New York

for and in consideration of Ten Dollars (\$10) and other good and valuable consideration the receipt whereof is hereby acknowledged, the following Real Estate in Lake County in the State of Indiana, to wit:

That property commonly known as 175 W. Chicago Avenue, East Chicago, Indiana, and more particularly described on attached Exhibit "A".

This conveyance is subject to 1985 real estate taxes payable in 1986, and all years prior and subsequent thereto, together with all penalties and interest; further subject to Items 5 through 17 designated on Exhibit "B" attached hereto and made a part hereof, consisting of three (3) pages and designated on the first page as Commitment No. C-415909 Schedule B continued; further subject to that certain tenancy wherein Vic Szurgot General Contractor, Inc. is the Lessee, subject to the terms and provisions of that certain real estate lease under date of January 29, 1985, attached hereto and made a part hereof as Exhibit "C"; and further subject to easements, covenants, rights of way, building lines, and other restrictions of record.

DULY ENTERED  
FOR TAXATION

JAN 10 1986

Minnesota, Hennepin County, Auditor Lake County, Ind. Filed this 17<sup>th</sup> Day of December, 1985

Before me, the undersigned, a Notary Public in and for said County and State, this 17<sup>th</sup> day of December, 1985 personally appeared:

GRACE M. SEED

*Grace M. Seed* Seal  
GRACE M. SEED  
Seal  
Seal  
Seal  
Seal



And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 8/6/91

*Michael J. Spratt*  
Notary Public

Resident of Hennepin County.

This instrument prepared by David E. Wickland, 8146 Calumet Avenue, Munster, Indiana 46321 Attorney at Law

Parcel I:

37-37-2

The East 65 feet of part of the North East Quarter of the South East Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, described as follows: Beginning on North line of Chicago Avenue in City of East Chicago; 455 feet West of the East line of said Quarter Quarter section; running thence North 349.5 feet to the South line of Baltimore and Ohio Chicago Terminal Transfer Railroad; thence West 125 feet; thence South 349.5 feet to North line of Chicago Avenue; thence East 125 feet to the place of beginning, in the City of East Chicago.

Parcel II:

31-37-28

That part of the South East Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian described as follows: Commencing at a point 100 feet West and 992.4 feet North of the South East corner of said Section 29 and running thence Westerly 1143.5 feet to a point opposite the North line of 148th Street produced; thence South along the

East line of the right of way of the Chicago and Calumet Terminal Railway 300 feet; thence East on a line parallel with the North line above described, 1144.4 feet to the West line of the proposed waterway; thence North along the West line of said proposed waterway, 300 feet to the place of beginning, excepting therefrom that part thereof conveyed to the East Chicago Belt Railroad Company (now Indiana Harbor Belt Railroad) by deed dated October 14, 1901 and recorded October 18, 1901 in Deed Record 92 pages 320 and 321.

PARCEL III:

31-37-29

Part of the South East Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian described as follows: Commencing at a point 100 feet West and 992.4 feet North of the South East corner of said Section 29; thence Westerly 1143.5 feet to the East line of the right of way of the Baltimore and Ohio Chicago Terminal Railroad Company (formerly owned by the Chicago and Calumet Terminal Railway Company) at a point opposite the North line of 148th Street produced; thence North along the Easterly line of said right of way 293 feet to a point; which point shall be the starting point of this description and running thence Easterly on a line at right angles to the East line of said right of way and parallel with the Southerly line of Chicago Avenue 488.75 feet; thence Southerly on a line at right angles and parallel with the Easterly line of said right of way 293 feet; thence Westerly on a line at right angles and parallel with the Southerly line of Chicago Avenue 488.75 feet to the Easterly line of said right of way; thence Northerly on the East line of said right of way 293 feet to the place of beginning.

PARCEL IV:

31-37-30

A tract of land described as follows: Commencing at a point 100 feet West and 992.4 feet North of the South East corner of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, which point shall be the starting point of the description; thence Northerly along a line 100.0 feet West of the East line of said Section 29, said 100.0 feet parallel line being the Westerly line of Waterway, a distance of 600 feet to the Southerly line of Chicago Avenue; thence Westerly along the Southerly line of Chicago Avenue, a distance of 652.73 feet to a point in a line parallel to and 488.75 feet East of the Easterly right of way line of the Baltimore and Ohio Chicago Terminal Railroad Company (formerly owned by the Chicago Calumet Terminal Railway Company) measured along said Southerly Chicago Avenue line; thence Southerly along said last mentioned parallel line a distance of 600 feet; thence Easterly a distance of 654.75 feet to the place of beginning.

Excepting from Parcels II and III the following described tract:

*except* 31-37-22

Part of the Southeast Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at a point 100 feet West and 992.4 feet North of the Southeast corner of said Section 29, thence Westerly on an East and West line that intersects the East right of way line of the Baltimore and Ohio Chicago Terminal Railroad Co. at a point on the North line of 148th Street produced East, which point is the starting point of this description; thence South along the East line of said right of way a distance of 300 feet; thence East on a line parallel with the aforementioned East and West line a distance of 437.06 feet; thence North parallel with the East line of the aforesaid right of way a distance of 274.66 feet; thence West parallel with the aforementioned East and West line a distance of 328.34 feet; thence North parallel with the East line of the aforesaid right of way a distance of 45.42 feet; thence West parallel with the aforementioned East and West line a distance of 108.72 feet to the East line of the aforementioned right of way; thence South along the East line of said right of way a distance of 20.08 feet to the place of beginning.

MORE COMMONLY KNOWN AS 175 W. Chicago Avenue, East Chicago, Indiana.

EXHIBIT "A"

THIS INSTRUMENT HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY ATTORNEYS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY AN ATTORNEY.

# REAL ESTATE LEASE

THIS AGREEMENT, made and entered into by and between The Fred M. Seed  
Living Trust of 1979 (hereinafter called Lessor), and  
Vic Szurgot General Contractor, Inc. (hereinafter called Lessee),

**WITNESSETH:**

LESSOR, in consideration of the rents and covenants herein contained, does hereby lease to LESSEE the following described real estate in the City of East Chicago, County of Lake and State of Indiana, to-wit:

A portion of the premises commonly known as 175 W. Chicago Avenue, East Chicago, Indiana. The leased premises are outlined in the color "red" on the diagram attached hereto and made a part hereof as Exhibit "A", consisting of approximately 7200 square feet.

to have and to hold unto said Lessee for a term of month to month beginning on the 1st day of February, 19 85, and ending on the ~~xxxxxx~~ day of ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ 19 ~~xxxxxx~~ in advance and in consideration therefore Lessee does agree to pay rental in the amount of \$ 1,000.00 per month, payable in installments of \$ ~~xxxxxxxxxxxxxxxxxxxx~~ per ~~xxxxxxxxxxxxxxxxxxxx~~, the first payment being due and payable on the 1st day of February, 19 85, and a like sum on the 1st day of each month thereafter during the term of this lease, with interest at the rate of 12 % per annum upon each installment after the same becomes due, and with attorney fees in the event of default. All sums due from Lessee hereunder shall be payable without relief from valuation or appraisal laws at 8146 Calumet Avenue, c/o David E. Wickland, Town Munster, City of Munster, State of Indiana, or such other place as Lessor may designate in writing.

### Use of Premises

Lessee does covenant and agree that said premises shall be used for the following purposes, and no others: To clean and sandblast railroad cars.

### Lessee Accepts Premises

Lessee has examined said premises prior to and as a condition precedent to his acceptance and the execution hereof, and is satisfied with the physical condition thereof, and his taking possession thereof shall be conclusive evidence of his receipt thereof in good order and repair, except as otherwise specified hereon, and agrees and admits that no representation as to the condition or repair thereof has been made by Lessor or his agent, which is not expressed or endorsed hereon; and Lessee likewise agrees and admits that no agreement or promise to repair or improve said premises, either before or after the execution hereof, not contained herein, has been made by Lessor or his agent. No holding over by Lessee hereunder shall constitute a renewal or extension of the terms of this lease except upon written consent of Lessor.

EXHIBIT "B"

### **Lessee to Maintain Premises**

Lessee shall keep the said premises in a clean, sightly and healthful condition, and in good repair, except as hereinafter provided under "Covenants of Lessor", all at his own expense, and shall yield the same back to Lessor upon termination of the said lease, whether such termination shall occur by expiration of the term hereof or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire or by the elements, and reasonable wear and tear excepted. If, however, the said premises shall not thus be kept in good repair and in a clean, sightly and healthful condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the premises by Lessee, and Lessor may replace the same, in the same condition of repair, sightliness, healthfulness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the premises in that condition. Lessee shall not permit any waste or misuse of the premises.

### **Further Covenants of Lessee**

Lessee does further covenant and agree that he will pay all bills and charges for water, sewage, gas, electric current, and heating costs, which may be assessed or charged against the occupant of said premises during said term or any extension thereof; that he will not use or occupy said premises for any unlawful purpose; that he will not use or permit the leased premises to be used in violation of any law, order or regulation of any governmental authority relating to the use or occupancy of said premises; that if any use by Lessee of the leased premises increases the insurance rates thereon, Lessee will pay to Lessor the amount of increases in premium caused by such increase in rates; that he will make no alterations or additions in or to said premises without the written consent of said Lessor; that he will permit said Lessor, or his agents, to enter upon said premises at all reasonable times, to examine the condition thereof; and that he will not assign this lease or underlet said premises, nor any part thereof, without the written consent of Lessor.

### **Covenants of Lessor**

Lessor, for himself, and for his heirs and assigns, hereby covenants and agrees with Lessee that said Lessee, paying the rents, and keeping and performing the covenants of this lease on his part to be kept and performed, shall peaceably and quietly hold, occupy and enjoy said premises during said term, without any hindrance or molestation by Lessor or any person or persons lawfully claiming under him, and Lessor shall pay all taxes and assessments levied against the leased premises; Lessor further agrees to keep all structural portions of the said premises, including foundations, walls, floors, stairways, roof and exterior portions thereof, in good repair and order and Lessor shall have access to said premises at any reasonable time to make said repairs; provided, however, that Lessor shall not be liable to Lessee for any damage or injury to Lessee or to his property, or to third persons or to the property of third persons occasioned by the failure of Lessor to keep said premises in repair, all claims for any such damages being hereby expressly waived by Lessee; and provided further, that Lessor covenants and warrants that the leased premises may lawfully be used by Lessee for the purpose for which they are leased.

### **Remedies of Lessor**

If said rent, or any part thereof, shall at any time be in arrears and unpaid, and without any demand being made therefor; or if said Lessee, or his assigns, shall fail to keep and perform any of the covenants, agreements or conditions of this lease, on his part to be kept and performed, and such default is not cured within 30 days after written notice from Lessor setting forth the nature of such default; or if said Lessee shall be adjudged a bankrupt, or shall make an assignment for the benefit of creditors, or if the interest of said Lessee hereunder shall be sold under execution or other legal process, or if Lessee shall file a voluntary petition in bankruptcy, or shall be placed in the hands of a receiver, it shall be lawful for Lessor, his heirs or assigns without notice or process of law, to enter into said premises, and again have, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said Lessor to be done and performed shall cease, terminate and be utterly void, all at the election of Lessor; without prejudice, however, to the right of the Lessor to recover from said Lessee, or assigns, all rent due up to the time of such entry. In case of any such default and entry by Lessor, Lessor may relet said premises for the remainder of said term for the highest rent obtainable and may recover from Lessee any deficiency between the amount so obtained, and the rent hereinabove reserved. Failure on the part of Lessor to avail himself of any right or remedy hereunder shall not constitute a waiver thereof as to any future default or breach by Lessee, his heirs and assigns.

### Risk of Loss

In case any building on said premises, or any substantial part of said premises, without any fault or neglect of either party, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, then this lease may be cancelled or terminated by either party at their election, subject, however, to the following: There shall be no pro-ration of the monthly rental paid,  
however, for the month the premises becomes unfit for occupancy.

### Lessor May Mortgage Premises

The Lessor may at any time mortgage the demised premises, or any part thereof, and this lease shall be subordinate to the lien of any such mortgage; and Lessee agrees to execute any documents which may be required by any lending institution for the purpose of such a subordination; provided, however, that any such mortgagee shall be required to give notice of any default to Lessee and Lessee shall have the opportunity to correct any such default and to credit the same against all sums due and to become due under this lease, and to recover from Lessor the excess of such cost over said sums.

### Notices

Any notice to be given under this lease shall be made in person or by certified mail to Lessor at c/o David E. Wickland 4900 Railroad Avenue,  
8146 Calumet Ave., Munster, IN 46321 and to Lessee at East Chicago, Indiana 46312,  
or to such other address as may be given by either party in writing, in person or by certified mail. Notice, if made by certified mail, shall be deemed given on the date of postmark.

### Additional Covenants

Lessee shall furnish at its own expense all utilities, including, but not limited to, electricity, heat, gas and water.

Lessee shall carry liability insurance for bodily injury in the sum of \$500,000.00 for each occurrence, and property damage liability insurance for each occurrence in the sum of \$250,000.00. Also, Lessee agrees to indemnify Lessor against any and all claims, demands or suits, and hold Lessor harmless therefrom, arising in any way out of Lessee's occupancy of the premises.

Lessee shall have the use of the railroad siding, if it so desires, but which shall be maintained by Lessee if utilized.

Lessee hereby also grants to Lessor a lien on any and all property of Lessee located on the leased premises to secure the faithful performance of the terms of this lease.

This lease, and the covenants herein contained, shall extend to and be binding upon the heirs, executors, and assigns of the parties to this lease.  
successors

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 29th day of January, 1985.  
VIC SZURGOT GENERAL CONTRACTOR, INC. THE FRED M. SEED LIVING TRUST OF 1979

By: [Signature] (Seal) By: [Signature] (Seal)  
Vic Szurgot, (Lessee) David E. Wickland (Lessor) as Attorney and Agent for The Fred M. Seed Living Trust of 1979  
\_\_\_\_\_  
(Lessee) (Seal) (Lessor) (Seal)

State of Indiana }  
County of Lake } ss:

Before me, a Notary Public in and for said County and State, on this 29th day of January, 1985  
personally appeared David E. Wickland  
and also appeared \_\_\_\_\_  
and each acknowledged the execution of the above and foregoing Lease to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

[Signature]  
Sandy L. Qualls, Notary Public

My commission expires 10-25-85 Resident of Lake County

State of Indiana }  
County of Lake } ss:

Before me, a Notary Public in and for said County and State, on this 29th day of January, 1985  
personally appeared Vic Szurgot  
and also appeared \_\_\_\_\_  
and each acknowledged the execution of the above and foregoing Lease to be his and her voluntary act and deed.

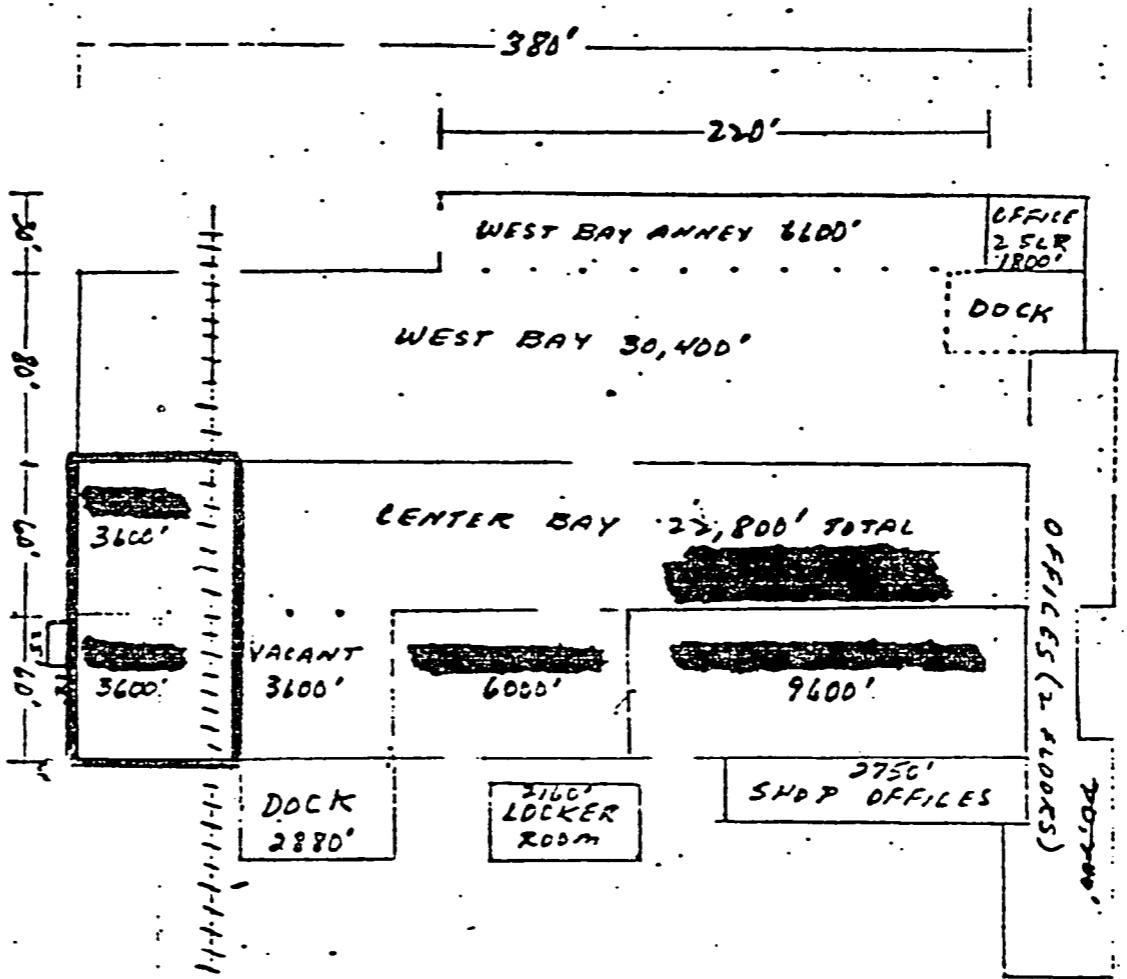
WITNESS my hand and Notarial Seal.

[Signature]  
Sandy L. Qualls, Notary Public

My commission expires 10-25-85 Resident of Lake County

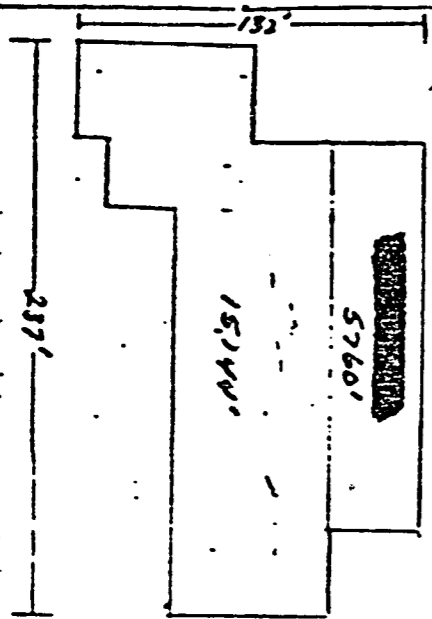
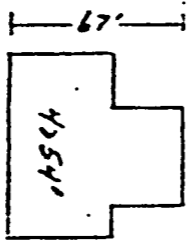
This instrument was prepared by David E. Wickland, 8146 Calumer Avenue, Munster, IN 46321 Attorney at Law

CHICAGO AVENUE



PROP. LINE

R.R. SIDING



PROPERTY LINE

EXHIBIT "A"

Commitment No. C-415909

SCHEDULE B CONTINUED:

4. ~~Mortgage dated January 16, 1976 and recorded January 23, 1976 as Document No. 334903, made by Fred M. Seed to The Drovers National Bank of Chicago, a National Banking Association, to secure one note for \$1,300,000.00, payable as therein provided, and the covenants, conditions and agreements therein contained.~~
5. Rights of the Public, State of Indiana, and the municipality in and to that part of premises in question as may fall in or be used for roads and highways.
6. Railroad rights of way, spur and switch track rights and lands used for or occupied by railroad companies.
7. Lease from C. A. Treat Manufacturing Company, to the East Chicago Belt Railroad Company and the Indiana Harbor Railroad Company of a strip of land 23 feet in width and 300 feet in length being the Easterly 23 feet of Parcel 2 for the period commencing on August 1, 1906 and continuing until terminated by 60 days notice in writing of desire to terminate the same by any of the parties.  
  
(Affects Parcel 2 of premises in question).
8. Agreement dated December 7, 1899 and recorded December 29, 1899 in Miscellaneous Record 23, page 56, between The Republic Iron and Steel Company, a corporation of New Jersey and The Chicago Terminal Transfer Railroad Company, a corporation of Illinois, relating to the construction of additional railroad tracks on certain parcels of land owned by first party, subject to the same conditions as contained in agreement dated September 30, 1899 and recorded November 6, 1899, in Miscellaneous Record 221, pages 221 and 222.  
  
(Affects Parcels 2, 3 and 4).  
  
For Further Particulars See Record.
9. Agreement dated September 30, 1899 and recorded November 6, 1899 in Miscellaneous Record 22, pages 221 and 222 between The Republic Iron and Steel company, a corporation of New Jersey, and The Chicago Terminal Transfer Railroad Company, a corporation of Illinois, relating to re-arrangement of railroad tracks on premises in question and additions thereto by the Railroad Company, valuation of said Railroad track and grant of easement by first party to second party over and use of strips of land occupied by such tracks and providing for the purchase of such Railroad tracks by first party.  
  
(Affects Parcels 2, 3 and 4).  
  
For Further Particulars See Record.
10. Agreement dated October 30, 1901 and recorded December 2, 1901 in Miscellaneous Record 23, pages 274 and 275, between The Republic Iron and Steel Company, a corporation of New York, and East Chicago Belt Railroad Company, a corporation of Indiana, granting to said Railroad Company in perpetuity the right to lay down, maintain and operate two railroad tracks across the property of the Steel Company in the City of East Chicago,

~~(Page 1 is not included)~~ (Page 1 is not included)  
in this exhibit

(Continued on page 3)



Commitment No. C-415909

SCHEDULE B CONTINUED:

Item 10 Continued:

Indiana, indicated upon plat thereto attached together with the use of said lands, for Railroad purposes and free right of access to all switch tracks of the Steel Company now or hereafter constructed and the construction of storage tracks for the business of the Steel Company. Said agreement also provides for re-location of certain tracks on construction of a proposed canal and for payment of maintenance of tracks laid (other than main tracks of Railroad Company). Said agreement recites that it is subject to the rights of The Chicago Terminal Transfer Railroad Company as provided in contract dated September 30, 1899 and supplement thereto.

(Affects Parcels 2, 3 and 4).

For Further Particulars See Record.

11. Agreement dated September 5, 1889 and recorded April 9, 1891 in Miscellaneous Record 9, pages 128 and 129 between Chicago and Calumet Terminal Railway Company and Charles W. Owston granting the right to lay a pipe line or lines through any public grounds or right of way now owned by said Railroad Company within Section 29, Township 37 North, Range 9 West of the Second Principal Meridian and other property not now in question, in Lake County, Indiana, at such places as indicated by the Railroad Company with the right to operate, maintain, repair and remove said pipe line.

(Affects Parcels 2, 3 and 4).

For Further Particulars See Record.

12. Easement granted by Calumet Foundry and Machinery Company, a corporation of Indiana, to Northern Indiana Public Service Company, a corporation of Indiana, dated August 11, 1947 and recorded February 3, 1948 in Miscellaneous Record 484, page 391, over the Westerly 18.50 feet of Parcels 2 and 3 for public utility purposes.

(Affects Parcels 2 and 3).

For Further Particulars See Record.

13. Rights of the United States of America to manage, control, regulate or alter the East line of Parcels 2 and 4, being the West line of United States Government Canal.

(Affects Parcels 2 and 4).

14. Grant dated April 22, 1942 and recorded April 27, 1942 in Miscellaneous Record 342, page 478, wherein the Calumet Iron and Supply Company, a corporation, grants to Indiana Harbor Belt Railroad Company, a corporation of Indiana, the right, liberty and authority in perpetuity, as and for clearance to enter upon and use that part of Parcel 4 described as follows:

(Continued on page 4)

Commitment No. C-415909

SCHEDULE B CONTINUED:

Item 14 Continued:

A parcel of land situated in the South East quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Lake County, Indiana, lying South of Chicago Avenue and between the Westerly line of land acquired by the East Chicago Railroad Company from the Republic Iron and Steel Company, by agreement dated October 30, 1901, recorded December 2, 1901, in Book 23, page 274, Lake County records and a line described as follows:

Beginning at a point on the South line of Chicago Avenue, 133 feet West of the East line of said Section 29; thence Southerly along a line parallel to the said East line of Section 29 a distance of 198.20 feet to a point of curvature; thence South Westerly along a curve convex to the South East having a radius of 1146.28 feet tangent to the last described line at said point of curvature an arc distance of 328.97 feet, more or less, to an intersection with the Westerly line of said property acquired from the Republic Iron and Steel Company, in connection with the 2 tracks of the grantee located on premises immediately East of and adjoining the premises herein described as covered by Agreement dated October 30, 1901, recorded December 2, 1901, in Book 23 on Page 274, Lake County records, from the Republic Iron and Steel Company to the East Chicago Belt Railroad Company predecessors in title of said grantor and said grantee.

(Affects Parcel 4).

15. Agreement dated November 15, 1948 and recorded December 9, 1948 in Miscellaneous Record 504, page 24 between Weber Insulation Incorporated, an Indiana corporation, and Calumet Iron and Supply Company of East Chicago, Incorporated, an Indiana corporation, wherein the latter grants to the former, the right to use certain tracks over Parcel 2 and to keep in repair certain tracks on Parcel 2, and further grants to Weber Insulations Incorporated, the right to build, lay, construct, maintain, replace, operate and remove a railroad spur and/or a railroad switch upon and across part of Parcel 2 and to use the same for the purpose of moving cars and engines over and upon said spur and/or railroad switch, for the loading and unloading of cars on said Weber property and for all other purposes connected with or incidental to said uses and to all the terms, conditions, limitations and covenants contained therein.

(Affects Parcel 2)

16. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
17. Roads and highways, streets and alleys.
18. Notwithstanding the insuring clauses of this policy, the Company does not insure against loss or damage by reason of lack of access to and from Parcels 2 and 3 of premises in question.

We note that the only access to and from Parcels 2 and 3 of premises in question is over Parcel 4 of premises in question herein. At the present time the parcels are owned by the same party. If Parcel 4 ownership is ever separated from that of Parcels 2 and 3, the question of lack of access will be an objection to the title of Parcels 2 and 3.

~~(Continued on page 5)~~