

ref: Louis Casale  
8300 Mississippi St  
Merrillville, IN

861739

# Real Estate Mortgage

This Indenture Witnesseth, That CHASE STREET PRODUCE, INC.,  
an Indiana Corporation,

of LAKE County, in the State of INDIANA,  
Mortgage and Warrant to THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION,

of LAKE County, in the State of INDIANA, the following described  
Real Estate in LAKE County, in the State of Indiana, as follows, to-wit:

A parcel of land in the Southwest Quarter (SW-1/4) of Section 20, Town-  
ship 36 North, Range 8 West of the Second Principal Meridian, Lake County,  
Indiana, being more particularly described as follows: Beginning at the  
Southwest corner of the North Half (N-1/2) of the Southwest Quarter  
(SW-1/4) of said Section 20, said point being 1,323.86 feet North of the  
Southwest corner of said Section 20; thence North 254.00 feet along the  
West line of said Section 20; thence East at a deflection angle to the  
right of 90°00'00", a distance of 294.00 feet; thence South at a deflec-  
tion angle to the right of 90°00'00" to a point on the South line of the  
North Half (N-1/2) of the Southwest Quarter (SW-1/4) of said Section 20,  
said point being distant 294.00 feet East of the West line of said  
Section 20 measured perpendicular to said West line; thence West 294  
feet, more or less, along the South line of the North Half (N-1/2) of the  
Southwest Quarter (SW-1/4) of said Section 20 to the point of beginning.  
Subject to legal highway rights along the West and South lines of the  
parcel described above. Said parcel contains 1.73 acres, more or less,  
including highway right-of-way lines and 1.04 acres, more or less,  
excluding highway right-of-way lines.

To secure debt and lease payments occasioned by the Agricultural Lease, a  
copy of which is attached hereto and marked Exhibit "A,"

and the mortgagor expressly agree to pay the sum of money above secured, without relief from  
valuation or appraisal laws; and upon failure to pay any one of said notes, or any part thereof, at maturity,  
or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated,  
then all of said notes are to be due and collectible, and this mortgage may be foreclosed accordingly. And  
it is further expressly agreed, that until all of said notes are paid, said mortgagor will keep all legal  
taxes and charges against said premises paid as they become due, and will keep the buildings thereon in-  
sured for the benefit of the mortgagee, as if its interest may appear and the policy duly assigned to the  
mortgagee, to the amount of \_\_\_\_\_ Dollars,  
and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with  
per cent interest thereon, shall be a part of the debt secured by this mortgage.

In Witness Whereof, the said mortgagor has hereunto set its hands and  
seal this 25th day of APRIL, 1986.

CHASE STREET PRODUCE, INC., (Seal) an Indiana Corporation, (Seal)

ATTEST: (Seal) BY: Harold Evers (Seal)  
HAROLD EVERS, President

BY: Charlene Evers Sec'y/Treas (Seal)  
CHARLENE EVERS, Sec'y/Treasurer

STATE OF INDIANA, LAKE COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this  
25th day of April, 1986, came

HAROLD EVERS and CHARLENE EVERS, the President and  
Secretary/Treasurer, respectively, of CHASE STREET PRODUCE,  
INC., on behalf of said Corporation,

and acknowledged the execution of the foregoing instrument.  
Witness my hand and official seal.

My Commission expires October 17, 1986 Linda S. Wood Notary Public  
Resident of: Lake County IN  
This instrument prepared by: LOUIS M. CASALE, Attorney at Law  
8300 Mississippi, Suite E, Merrillville, IN 46410

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

RECORDED  
JUL 1 3 30 PM '86  
LAKE COUNTY  
FILED FOR RECORD

This agreement made and entered into by and between the State of Indiana, Little Calumet River Basin Development Commission (Lessor), and Jacob J. Scheeringa and Harold Evers, d/b/a Chase Street Produce

(Lessee): WITNESSETH, that in consideration of the rents, mutual agreements and covenants herein contained, the Lessor leases to Lessee the following described acreage:

I. DESCRIPTION

Approximately 199.96 acres, more or less, of farm land in Lake County, and generally located and described in a certain field outline map, attached hereto and hereby made a part hereof as Exhibit "A", more fully described as follows:

II. TERM

The term of this lease shall be for four (4) years, beginning January 1, 1984 and ending December 31, 1987, and upon such date Lessee shall peaceably return possession of such land to Lessor.

III. RENT

Lessee shall pay to Lessor the total rental payment of \$ 119,400.00, as outlined below, and payment shall be as follows:

The first payment in the amount of \$ 14,925.00 will be credited as 12.5% of the total four (4) year rent and will be due and payable on July 15, 1984. Remaining 87.5% of rent monies to be paid as follows: \$14,925.00, Dec. 1, 1984; \$14,925.00, July 15, 1985; \$14,925.00, December 1, 1985; \$14,925.00, July 15, 1986; \$14,925.00, December 1, 1986; \$14,925.00, July 15, 1987; and \$14,925.00 on or before December 1, 1987.

The amount of rent set forth in this lease shall be subject to revision pending the completion of a survey to be conducted at the expense of the Little Calumet River Basin Development Commission.

IV. TERMS AND CONDITIONS

It is mutually agreed by the parties as follows:

- a. Lessee shall use the leased premises, including the improvements therein, only for the purpose of farming in the sowing, cultivating, harvesting of crops, or related agricultural activities.
- b. Lessee shall permit the Lessor to have free access to the premises for all reasonable purposes, including surveying, soil testing, wildlife management, and site inspection.
- c. No hunting or trapping shall be permitted on any part of the leased premises.
- d. Lessee shall not assign this lease agreement or sublet the premises or any part thereof without the written consent of the Lessor.
- e. At the expiration of this lease agreement, the Lessee shall deliver to the Lessor without notice, possession of the premises.
- f. Lessee will agree not to commit waste or damage to the land, or other improvements thereon and to use due care to prevent others from so doing.

- g. Lessee shall agree to maintain fences, ditches, and improvements in as good condition as they were when delivered to him. Any improvements made to the land must have prior approval of the State of Indiana, Little Calumet River Basin Development Commission and will be at the expense of the Lessee. Any such improvements so made by the Lessee shall revert to the Lessor without charge thereto at the expiration of the lease agreement.
- h. Lessee shall hold the Lessor and the State of Indiana, including the agents, employees and designees thereof, harmless and defend it from all claims as to injury or damages to persons or property arising out of the farming or related operations on this real estate under the terms of this lease agreement and in addition, Lessee shall provide liability insurance for itself and the State of Indiana, Little Calumet River Basin Development Commission in the amount of \$500,000.00 and furnish to the Lessor a Certificate of Insurance for said amount.
- i. Lessee shall not participate in any Federal or State subsidy program related to agriculture with relation to this real estate.
- j. Lessee shall operate and cultivate the premises in a good and husband-like manner; all crops will be harvested as soon as possible after maturity. It is further agreed that no wheat stubble shall be clipped unless for benefit of seeded legume; it is further agreed that there will be no gleaning of crop residue by hand or by livestock; no herbicides or pesticides will be used without prior written approval of the Little Calumet River Basin Development Commission.
- k. Lessee shall cut no trees nor market any timber, sand or gravel. The sale of any trees, timber, sand or gravel shall be the sole right of the Lessor.
- l. Lessee shall and will pay all costs and expenses, including Attorney's fees, incurred by Lessor in connection with any action or litigation necessary or expedient in the enforcement of any of the provisions or conditions of this lease agreement.
- m. Interest shall accrue and be payable to the State of Indiana, Little Calumet River Basin Development Commission at the rate of interest the Commission is receiving on its investments on the date rent is due until such time as rent payment is received.
- n. Lessee agrees that he does not and shall not claim any interest or estate of any kind or extent whatsoever in the premises, by virtue of this lease agreement or his occupancy or use hereunder, and hereby expressly waives any right thereto.
- o. The Lessee will recompense the Lessor fully for any and all damage directly or indirectly caused by his negligence or that of his employees.
- p. This agreement may be terminated by the State of Indiana, Little Calumet River Basin Development Commission on written notice to Lessee upon fifteen (15) days.
- q. Upon the expiration or termination of this agreement, the Lessee may have sixty (60) days to remove his crops, materials, machinery, structures, and other equipment, except items furnished by the Lessor, and upon failure to remove same within the aforesaid period, the same shall become the property of the Lessor, without notice.
- r. Lessee shall pay for and furnish the seed, fertilizer, labor, materials and equipment, and bear all expenses incident to the seeding, planting, cultivation, and harvesting of all crops and shall notify the State of Indiana, Little Calumet River Basin Development Commission at least three (3) days in advance of any intended harvesting operations.
- s. Any buildings on the tract may be used by the Lessee providing that they are returned to the lessor at the expiration of this lease agreement in the same condition as at the commencement of the agreement.

t. In exchange for farming the aforementioned acreage, the Lessee will provide the following goods and services in addition to the rent outlined in paragraph 3:

Trash Clean-up  
Scope:

The Lessee shall police the leased land to ensure that trash previously dumped on the land is not allowed to remain. All trash that is found on the acreage involved shall be removed by the Lessee at his own expense and deposited at a legal landfill site.

Tile Installation  
Scope:

The Lessee shall install drainage tile no less than 100 feet apart and according to specifications approved by the Commission on 15 acres located in the southwest corner (north of produce stand and south of the Northern Indiana Public Service Company's substation) of the leased property. This installation to be completed without expense or liability to the Little Calumet River Basin Development Commission.

u. All agreements, conditions, and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors and assigns of the Lessee as if they were in all cases named.

v. The making, execution, and delivery of this agreement by Lessee has been induced by no representatives, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

LESSEE

Signature

Jacob Scheeringa  
Printed Name: Jacob J. Scheeringa  
Address: 4466 Ross Road

Gary, Indiana

Signature

Harold Evers  
Printed Name: Harold Evers  
Address: 11221 N. 700

DeMotte, Indiana

STATE OF INDIANA  
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

Daniel Gardner  
Daniel Gardner, Executive Director

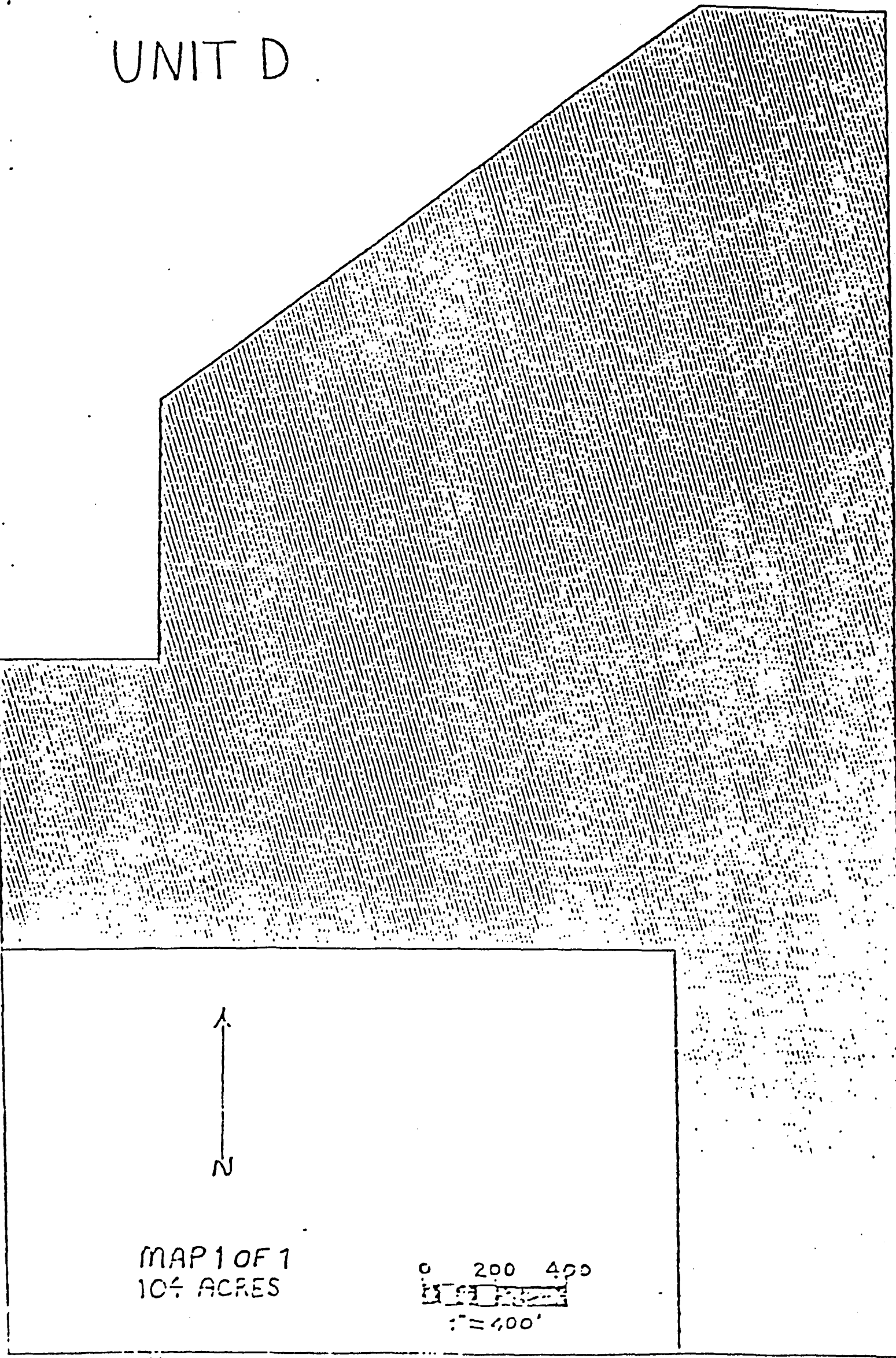
William E. Tate

ATTEST:

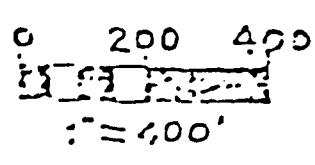
Michael Doyle, Sec.

UNIT D

CHASE ST.



MAP 1 OF 1  
104 ACRES



NON-COLLUSION AFFIDAVIT

STATE OF INDIANA                    )  
  )  
COUNTY OF \_\_\_\_\_)

The undersigned, being duly sworn on oath says, that he is the contracting party, or, that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, representative, agent, or office of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration\*for the execution of the annexed contract other than that which appears upon the face of the contract.

\_\_\_\_\_  
\_\_\_\_\_  
(Print or type name)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

\_\_\_\_\_  
Notary Public

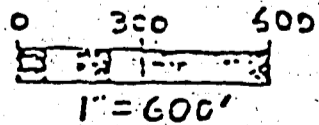
My Commission Expires:  
\_\_\_\_\_

# UNIT E

LITTLE CAUMET RIVER

GRANT ST.

95.96 ACRES



MAP 1 OF 1

35 S.

ADDENDUM TO LEASE

Come now the undersigned, CHASE STREET PRODUCE, INC., an Indiana Corporation, and for good and valuable consideration agrees to assume the liabilities and obligations jointly and severally with the Lessees under a lease for farm land entered into between the STATE OF INDIANA and the LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION, as Lessor, and JAKE SCHEERINGA and HAROLD EVERS, as Lessees, on or about the 1st day of January, 1984, a copy of which is attached hereto and marked Exhibit "A".

It is agreed and understood that this instrument shall in no way diminish the obligations and liabilities of the original Lessees, namely, HAROLD EVERS and JAKE SCHEERINGA.

IN WITNESS WHEREOF, The said CHASE STREET PRODUCE, INC., an Indiana Corporation, by its President, HAROLD EVERS, and its Secretary/Treasurer, CHARLENE EVERS, have hereunto set their hands and seals, this 25th day of April, 1986.

CHASE STREET PRODUCE, INC.,  
An Indiana Corp., Lessee

Harold Evers  
By: HAROLD EVERS, President

ATTEST:

Charlene Evers  
CHARLENE EVERS, Secretary/Treasurer

(SEAL)

LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION, Lessor

Dan Gardner  
By: DAN GARDNER, Executive Director

ATTEST:

Sandra Gardner  
By:

(SEAL)

STATE OF INDIANA, COUNTY OF LAKE ) SS:

Before me, the undersigned, a Notary Public in and for said County, this 25th day of April, 1986, came HAROLD EVERS and CHARLENE EVERS, the President and Secretary/Treasurer, respectively, of CHASE STREET PRODUCE, INC., an Indiana Corporation, and on behalf of said Corporation acknowledged the execution of the foregoing instrument.

Witness my Hand and Notarial Seal.

My Commission Expires:

October 17, 1986

Resident of:

Lake County, IN

(SEAL)

Linda S. Wood  
NOTARY PUBLIC  
Linda S. Wood

Prepared by: LOUIS M. CASALE, Attorney at Law  
8300 Mississippi, Suite E, Merrillville, IN 46410  
Telephone: 219/769-1566