

918806

NO LIEN CONSTRUCTION CONTRACT

It is specifically agreed by and between LEVER BROTHERS COMPANY, hereinafter referred to as "Lever" or "Owner", and K.A.L. CONSTRUCTION COMPANY hereinafter referred to as "Contractor", as follows:

1. Lever has issued to Contractor Purchase Order No. H-8703185 to furnish necessary labor, material, tools, equipment, and supervision to erect walls around storeroom facilities in conformity with the terms, conditions and documents set forth therein, a copy of said Purchase Order being attached hereto as Exhibit "A" and specifically made a part hereof.

2. That said Construction Contract shall be performed at the property of Lever in Hammond, Indiana, and commonly know as 1200 Calumet Avenue, and legally described as per Exhibit "B" attached hereto and specifically made a part hereof.

3. That this Contract is to be performed on a NO LIEN CONTRACT BASIS, as provided by the provisions of said Purchase Order and by the provisions of GC-3 General Conditions-Contract Work which has been executed and approved by the Contractor.

4. That this document shall be recorded with the Office of the Recorder of Lake County, Indiana, and pursuant to the provisions of Indiana Code 32-8-3-1 shall serve as notice to any and all contractors, subcontractors, mechanics, journeymen, laborers, or persons that NO LIEN shall attach to the real estate, building, structure or any other improvement of the Owner arising out of the performing of labor upon, furnishing materials or machinery for or doing business with the Owner or the Contractor under this Contract or upon said property.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives

Please return to: Joel C. Levy  
9013 Indianapolis Blvd.  
Highland, IN 46322



STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDING  
MAY 22 2 41 PM '87  
RICHARD J. BLASTICK  
RECORDER

1987

and to become effective upon the 22nd day of May,  
1987.

LEVER BROTHERS COMPANY

By: Frank S. Walters

Printed  
Name: Frank S. Walters

Title: Purchasing Vice President  
Household Products

ATTEST:

By: Andrea B. Green

Printed  
Name: Andrea B. Green

Title: Acting Secretary

K.A.L. CONSTRUCTION COMPANY

By: Mark Szczepanski

Printed  
Name: Mark Szczepanski

Title: Owner

WITNESS:

By: William R Buckley

Printed  
Name: William R Buckley

Title: Witness

PARCEL 3:

All that certain piece or parcel of land situated in the City of Hammond, Township of North, County of Lake and State of Indiana, and being part of the Northeast Quarter of Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian, bounded and described as follows, viz:

BEGINNING at a point where the Northeasterly line of land of Lever Brothers Company meets the middle line of Calumet Avenue, eighty feet wide, in the line dividing Section One, Township Thirty-Seven North, Range Ten West of the Second Principal Meridian from Section Six, Township Thirty-seven North, Range Nine West of the Second Principal Meridian, at the distance of six hundred and forty-six feet and eight one-hundredths of a foot measured due North along said Section dividing line from a point at the East Quarter corner of said Section One; extending from said beginning point North fifty degrees eleven minutes two seconds West, by said land of Lever Brothers Company, crossing the Westerly line of said Calumet Avenue and by land now or formerly of the Shedd Estate, the distance of one thousand six hundred and thirty-nine feet to a point, said line being immediately contiguous to and superimposed upon the present northeast boundary line of property now owned by Lever Brothers Company; thence by land of the Pittsburgh, Fort Wayne and Chicago Railway Company the following two courses and distances:

(1) North thirty-nine degrees forty-eight minutes fifty-eight seconds East Eighty feet to a point, and (2) South fifty-three degrees forty-nine minutes six seconds East, recrossing said Westerly line of Calumet Avenue, one thousand four hundred and ninety-six feet and thirty-five one-hundredths of a foot to a point in the said middle line of Calumet Avenue in said line dividing Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian from Section Six, Township Thirty-seven North, Range Nine West of the Second Principal Meridian, and thence due South, along said middle line of Calumet Avenue, being along said last mentioned Section dividing line, the distance of two hundred and twenty-seven feet and fifty-seven one-hundredths of a foot to the place of beginning, CONTAINING four acres and six thousand six hundred and seven ten-thousandths of an acre, more or less.

(Being part of the same premises (1) a portion of which was conveyed to the Grantor by Deed from the City of Hammond dated November 6th, 1924, and recorded in Lake County, Indiana, in Deed Book No. 341, page 570; (2) another portion of which was conveyed to said Grantor by Deed from Charles B. Shedd, et al, dated August 18th, 1924, recorded as aforesaid in Deed Book 338, page 235 (3) and the other portion of which was quit-claimed to said Grantor by deed from the First Trust and Savings Bank of Hammond, Lake County, Indiana, dated November 5th, 1924, recorded as aforesaid in Deed Book 341, page 569, Excepting, Reserving and Subject as in said Deeds set forth.)

UNDER AND SUBJECT (1) to the right of way or easement, fifty feet wide, for railroad switch and the easement for wagon road reserved by Charles B. Shedd, et al, in their deed dated August 18th, 1924, above recited, and (2) if and to the extent the same may now affect the land above described, to the water way dedicated by Agreement between Oliver Forsyth and E.A. Shedd dated December 3rd, 1901, and subject to any rights of the State of Indiana and the United States of America in said water way.

EXHIBIT B

PAGE 2 OF 2 PAGES

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

Before me, a Notary Public, in and for said County and State, personally appeared Frank S. Walters and Andrea B. Green, the Purchasing Vice President, Household Products and Acting Secretary, respectively, of LEVER BROTHERS COMPANY, as its duly authorized officers and representatives and acknowledged the execution of this Contract.

Dated this 18th day of May, 1987.

Teresa W. Low  
Notary Public

My Commission Expires:

February 28, 1990

Authorized in:

New York County

**TERESA W. LOW**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
**NO. 4787858**  
**QUALIFIED IN PUTNAM COUNTY**  
**CERTIFICATE FILED IN NEW YORK COUNTY**  
**COMM. EXPIRES FEBRUARY 28, 1990**

~~STATE OF INDIANA )  
 )  
COUNTY OF LAKE )~~

~~Before me, a Notary Public, in and for said County and State, personally appeared MARK SZCZEPANSKI and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of K.A.L. CONSTRUCTION COMPANY, as its duly authorized officers and representatives and acknowledged the execution of this Contract.~~

~~Dated this 22ND day of MAY, 1987.~~

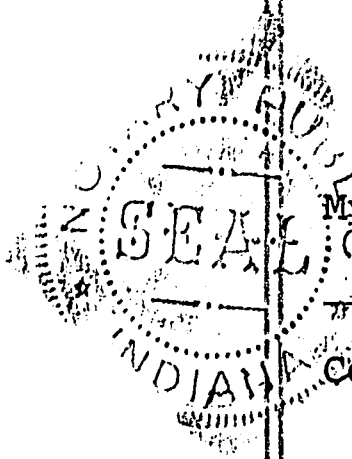
~~Margaret Gorsuch  
Notary Public~~

~~My Commission Expires:~~

~~JULY 24, 1988~~

~~County of Residence:~~

~~LAKE~~



This instrument prepared by Joel C. Levy, Attorney At Law, 9013 Indianapolis Boulevard, Highland, Indiana 46322, (219) 972-2660.

STATE OF INDIANA )  
COUNTY OF LAKE )

Before me, a Notary Public, in and for said County and State, personally appeared Mark Szczepanski and William R. Buckley, the President and Witness, respectively of K.A.L. CONSTRUCTION COMPANY, as its duly authorized officers and representatives and acknowledged the execution of this Contract.

Dated this 22nd day of May, 1987.

Catherine B. Certa  
Notary Public  
Catherine B. Certa

My Commission Expires:  
12/16/89

County of Residence:  
Lake

This instrument prepared by Joel C. Levy, Attorney at Law  
9013 Indianapolis Blvd., Highland, Indiana 46322 (219) 972-2660.

ORDERED FOR NAME DIVISION DEPARTMENT STORES KURCINKA 0020324 09082 6624001000

# LEVER BROTHERS COMPANY

(INCORPORATED)

**PURCHASE ORDER NO. H 8733185**  
 THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: K.A.L. CONSTRUCTION COMPANY  
 6519 MISSOURI AVENUE  
 HAMMOND, IN 46323

SHIP MATERIAL OR PERFORM SERVICES, AS DESCRIBED BELOW ACCORDING TO TERMS AND CONDITIONS PRINTED ON FACE AND REVERSE SIDE HEREOF.  
 DELIVER TO: 1200 CALUMET AVENUE  
 HAMMOND, IN 46320

CONTROL NO. 1121-002-0000-00000

\*PLEASE MAIL INVOICE, IN DUPLICATE, AND BILL OF LADING TO LEVER BROS. AT THIS ADDRESS ↑

DATE OF ORDER 5/22/87	DELIVERY REQUIRED 05-31-87	TERMS NET 30-15% RETAINER
SHIP VIA		F.O.B. INSTALLED

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
01	1	LOT	00000000	NON-TX	20691.00	20691.00
<p>FURNISH NECESSARY LABOR, MATERIAL, TOOLS, EQUIPMENT, AND SUPERVISION TO ERECT WALLS AROUND STOREROOM FACILITIES. ALL WORK TO BE IN ACCORDANCE WITH SPECIFICATIONS #85-188 AND YOUR PROPOSAL DATED 04-01-87. ALL LEVER BROTHERS GENERAL CONDITIONS, GENERAL SPECIFICATIONS, AND SAFETY STANDARDS LISTED IN THE TECHNICAL SPECIFICATIONS MUST COMPLY.</p> <p>NOTE: THIS IS A "NO LIEN CONTRACT" AND ALL WORK PERFORMED AND MATERIALS FURNISHED ARE PURSUANT TO A "NO LIEN CONTRACT" WHICH WILL BE RECORDED WITH THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. THE TERMS AND CONDITIONS AS STATED IN SPECIFICATION #85-188 SHALL NOT BE VARIED, SUPPLEMENTED, QUALIFIED, OR INTERPRETED BY ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES. THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL DETERMINE THE LEGAL RELATIONSHIP OF THE PARTIES.</p>						

SECURITY OF INFORMATION IS GOOD BUSINESS FOR BOTH OF US  
 WE DEPEND UPON YOU TO KEEP ALL INFORMATION CONFIDENTIAL

CONTINUED

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL -

*Mark Seapond*  
 BY (AUTHORIZED SIGNATURE)  
 K.A.L. Const | 5/21/87  
 FOR (FIRM NAME) DATE

PURCHASED BY  
*[Signature]*  
 AUTHORIZED SIGNATURE  
*[Signature]*  
 F. S. WALTERS  
 (PURCHASING VICE PRESIDENT)

PLEASE EXECUTE AND RETURN PROMPTLY  
 ACKNOWLEDGMENT

UNLESS EXEMPT BY LAW, SELLER FURTHER AGREES TO COMPLY WITH THE FOLLOWING EMPLOYMENT PRACTICES: VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE ACT OF 1974 (38 U.S.C. 2012); REHABILITATION ACT OF 1973; UTILIZATION OF MINORITY BUSINESS ENTERPRISES (EXECUTIVE ORDER 11498); AND LABOR SURPLUS AREA CONCERNS REGULATIONS.

Exhibit A  
 Page 1 of 5

33428

# LEVER BROTHERS COMPANY

(INCORPORATED)

**PURCHASE ORDER NO. H18703185**  
 THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

SHIP MATERIAL OR PERFORM SERVICES, AS DESCRIBED BELOW ACCORDING TO TERMS AND CONDITIONS PRINTED ON FACE AND REVERSE SIDE HEREOF.  
 DELIVER TO: 1200 CALUMET AVENUE  
 HAMMOND, IN 46320

TO: **K.A.L. CONSTRUCTION COMPANY**  
 6519 MISSOURI AVENUE  
 HAMMOND, IN 46323

CONTROL NO. **1121-002-0000-00000**

\*PLEASE MAIL INVOICE, IN DUPLICATE, AND BILL OF LADING TO LEVER BROS. AT THIS ADDRESS ↑

DATE OF ORDER <b>5/22/87</b>	DELIVERY REQUIRED <b>05-31-87</b>	TERMS <b>NET 30-15% RETAINER</b>
SHIP VIA		F.O.B. <b>INSTALLED</b>

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
	21.0			<p><u>LIENS:</u></p> <p>CONTRACTOR ON HIS OWN BEHALF AND (INSUFAR AS HE IS ABLE TO CONTRACT IN THAT PARTICULAR) ON BEHALF OF ALL OF HIS SUBCONTRACTORS AND SUPPLIERS OF MATERIAL AND LABOR HEREBY EXPRESSLY WAIVES THE BENEFITS OF THE MECHANICS LIEN LAWS OF THE STATE IN WHICH THE EQUIPMENT AND MACHINERY, BEING CONSTRUCTED, ERECTED OR REPAIRED, IS LOCATED. THE CONTRACTOR HEREBY AGREES TO PROCURE FROM EACH AND EVERY ONE OF HIS SUBCONTRACTORS AND SUPPLIERS OF MATERIAL OR LABOR A RELEASE OF ANY CLAIM TO MECHANICS LIEN WHICH THEY OR ANY OF THEM MAY HAVE UNDER THE MECHANICS LIEN LAWS OF THE STATE IN WHICH THE EQUIPMENT AND MACHINERY, BEING CONSTRUCTED, ERECTED, OR REPAIRED, IS LOCATED AND IN ADDITION AGREES TO FURNISH THE OWNER WITH EACH AND EVERY OTHER DOCUMENT, AFFIDAVIT OR ASSURANCE WHICH, IN THE OPINION OF THE OWNER, IS NECESSARY AND APPROPRIATE TO INSURE THE OWNER IMMUNE FROM MECHANICS LIENS ON ACCOUNT OF ANYTHING DONE BY CONTRACTOR, OR THOSE ACTING UNDER HIM OR HIS SUBCONTRACTORS IN CARRYING OUT THE TERMS OF THE CONTRACT AND ANY AND ALL WORK ORDERS FOR ADDITIONS THERETO, ALL AS A CONDITION OF PAYMENTS BY THE OWNER ON ACCOUNT OF THIS CONTRACT, OR ON ACCOUNT OF ANY OF SAID</p>		

**SECURITY OF INFORMATION IS GOOD BUSINESS FOR BOTH OF US**  
 WE DEPEND UPON YOU TO KEEP ALL INFORMATION CONFIDENTIAL

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL -

PLEASE EXECUTE AND RETURN PROMPTLY  
**ACKNOWLEDGMENT**

*Mark Szczepanski*  
 BY (AUTHORIZED SIGNATURE)  
**K.A.L. Costr** | **5/21/87**  
 FOR (FIRM NAME) DATE

PURCHASED BY  
*J. S. Walters*  
 AUTHORIZED SIGNATURE  
**F. S. WALTERS**  
 (PURCHASING VICE PRESIDENT)

UNLESS EXEMPT BY LAW, SELLER FURTHER AGREES TO COMPLY WITH THE FOLLOWING EMPLOYMENT PRACTICES: VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE ACT OF 1974 (38 U.S.C. 2012); REHABILITATION ACT OF 1973; UTILIZATION OF MINORITY BUSINESS ENTERPRISES (EXECUTIVE ORDER 11458); AND LABOR SURPLUS AREA CONCERNS REGULATIONS.

33429



# LEVER BROTHERS COMPANY

(INCORPORATED)

**PURCHASE ORDER NO. H19703185**  
 THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: K.A.L. CONSTRUCTION COMPANY  
 6519 MISSOURI AVENUE  
 HAMMOND, IN 46323

SHIP MATERIAL OR PERFORM SERVICES, AS DESCRIBED BELOW ACCORDING TO TERMS AND CONDITIONS PRINTED ON FACE AND REVERSE SIDE HEREOF.  
 DELIVER TO: 1200 CALUMET AVENUE  
 HAMMOND, IN 46320

CONTROL NO. 1121-002-0001-00000

PLEASE MAIL INVOICE, IN DUPLICATE, AND BILL OF LADING TO LEVER BROS. AT THIS ADDRESS ↑

DATE OF ORDER 5/22/87	DELIVERY REQUIRED 05-31-87	TERMS NET 30-15% RETAINER
SHIP VIA		F.O.B. INSTALLED

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
				<p>WORK ORDERS FOR ADDITIONS THERETO. PAYMENTS MADE BY THE OWNER WITHOUT REQUIRING STRICT COMPLIANCE WITH THE TERMS OF THIS PARAGRAPH SHALL NOT BE CONSTRUED AS A WAIVER BY THE OWNER OF THE RIGHT TO INSIST UPON SUCH COMPLIANCE AS A CONDITION OF LATER PAYMENTS.</p> <p>IF AT ANY TIME THERE SHALL BE EVIDENCE OF THE EXISTENCE, WHETHER OR NOT SAME HAS BEEN ASSERTED, OF ANY LIEN OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR DEFAULT IN PERFORMANCE OF THE CONTRACT FOR WHICH THE OWNER OR REPRESENTATIVES OF THE OWNER OR ANY PROPERTY OF EITHER OR ANY PROPERTY INSTALLED ON THE PREMISES MIGHT BE OR BECOME LIABLE, THEN THE OWNER SHALL HAVE THE RIGHT TO RETAIN OUT OF ANY PAYMENT THEN DUE OR THEREAFTER TO BECOME DUE, IN ADDITION TO THE AMOUNTS SET FORTH IN THE CONTRACT, AN AMOUNT SUFFICIENT TO DISCHARGE SUCH LIEN OR SATISFY SUCH CLAIM AND TO PAY THE OWNER AND/OR THE REPRESENTATIVES OF THE OWNER FOR ALL COSTS AND EXPENSES IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES; AND THE OWNER AT ITS SOLE DISCRETION, SHALL HAVE THE RIGHT TO SO APPLY ANY AMOUNTS SO RETAINED IF THE CONTRACTOR DOES NOT HAVE SAID LIEN OR CLAIM DISCHARGED OR SATISFIED WITHIN TEN (10) DAYS AFTER NOTICE.</p>		

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 WE DEPEND UPON YOU TO KEEP ALL INFORMATION CONFIDENTIAL

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL -

*Mark Szegand*  
 BY (AUTHORIZED SIGNATURE)  
 K.A.L. Const | 5/21/87  
 FOR (FIRM NAME) DATE

PURCHASED BY  
*[Signature]*  
 AUTHORIZED SIGNATURE  
*[Signature]*  
 F. G. WALTERS  
 (PURCHASING VICE PRESIDENT)

PLEASE EXECUTE AND RETURN PROMPTLY  
 ACKNOWLEDGMENT

33430



# LEVER BROTHERS COMPANY

(INCORPORATED)

**PURCHASE ORDER NO. H1873185**  
 THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: K.A.L. CONSTRUCTION COMPANY  
 6519 MISSOURI AVENUE  
 HAMMOND, IN 46323

SHIP MATERIAL OR PERFORM SERVICES, AS DESCRIBED BELOW ACCORDING TO TERMS AND CONDITIONS PRINTED ON FACE AND REVERSE SIDE HEREOF.  
 DELIVER TO: 1200 CALUMET AVENUE  
 HAMMOND, IN 46320

CONTROL NO. 1121-002-0000-0000

PLEASE MAIL INVOICE, IN DUPLICATE, AND BILL OF LADING TO LEVER BROS. AT THIS ADDRESS ↑

DATE OF ORDER 5/22/87	DELIVERY REQUIRED 05-31-87	TERMS NET 30-15% RETAINER
SHIP VIA		F.O.B. INSTALLED

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
				<p>NEITHER THE FINAL PAYMENT NOR ANY PART OF THE RETAINED PERCENTAGE SHALL BECOME DUE UNTIL THE CONTRACTOR SHALL DELIVER TO THE OWNER A COMPLETE RELEASE OF ALL LIENS ARISING OUT OF THE CONTRACT, OR RECEIPTS IN FULL IN LIEU THEREOF AND AN AFFIDAVIT THAT, SO FAR AS HE HAS KNOWLEDGE OR INFORMATION, THE RELEASES AND RECEIPTS COVER ALL THE LABOR AND MATERIAL FOR WHICH A LIEN COULD BE FILED. CONTRACTOR SHALL, IF ANY SUBCONTRACTOR REFUSES TO FURNISH A RELEASE OR RECEIPT IN FULL, FURNISH A BOND SATISFACTORY TO THE OWNER TO INDEMNIFY IT AGAINST ANY AND ALL LIENS OR CLAIMS WHICH MAY AT ANY TIME BE FILED OR ASSERTED BY SUCH SUBCONTRACTOR.</p> <p>IF THE AMOUNTS RETAINED BY THE OWNER ARE SUFFICIENT FOR THE AFORESAID PURPOSES, OR IF ANY SUCH LIEN OR CLAIM REMAINS UNDISCHARGED OR UNSATISFIED AFTER ALL PAYMENTS HAVE BEEN MADE TO THE CONTRACTOR, THEN THE CONTRACTOR SHALL PROMPTLY RETURN TO THE OWNER ALL MONIES THAT MAY HAVE BEEN PAID TO DISCHARGE SUCH LIEN OR SATISFY SUCH CLAIM, INCLUDING ALL COSTS AND EXPENSES AND REASONABLE ATTORNEY'S FEES IN CONNECTION THEREWITH.</p>		

**SECURITY OF INFORMATION IS GOOD BUSINESS FOR BOTH OF US**  
 WE DEPEND UPON YOU TO KEEP ALL INFORMATION CONFIDENTIAL

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL -

PLEASE EXECUTE AND RETURN PROMPTLY  
 ACKNOWLEDGMENT

*Mark Szepanski*  
 BY (AUTHORIZED SIGNATURE)  
 K.A.L. Const 5/21/87  
 FOR (FIRM NAME) DATE

PURCHASED BY  
*F. S. Walters*  
 AUTHORIZED SIGNATURE  
 F. S. WALTERS  
 (PURCHASING VICE PRESIDENT)

UNLESS EXEMPT BY LAW, SELLER FURTHER AGREES TO COMPLY WITH THE FOLLOWING EMPLOYMENT PRACTICES: VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE ACT OF 1974 (38 U.S.C. 2012); REHABILITATION ACT OF 1973; UTILIZATION OF MINORITY BUSINESS ENTERPRISES (EXECUTIVE ORDER 11458); AND LABOR SURPLUS AREA CONCERNS REGULATIONS.

33431

ORDERED FOR NAME DIVISION DEPARTMENT CHARGE TO ACCOUNT  
 STORES KURCINKA 0020324 09082 2100 200 000 6624001000

H-270-01-9/750

# LEVER BROTHERS COMPANY

(INCORPORATED)

**PURCHASE ORDER NO. H08703185**  
 THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

330053

TO: K.A.L. CONSTRUCTION COMPANY  
 6519 MISSOURI AVENUE  
 HAMMOND, IN 46323

SHIP MATERIAL OR PERFORM SERVICES, AS DESCRIBED BELOW ACCORDING TO TERMS AND CONDITIONS PRINTED ON FACE AND REVERSE SIDE HEREOF.  
 DELIVER TO: 1200 CALUMET AVENUE  
 HAMMOND, IN 46320

33432

CONTROL NO. 1121-002-0000-00000

PLEASE MAIL INVOICE, IN DUPLICATE, AND BILL OF LADING TO LEVER BROS. AT THIS ADDRESS ↑

DATE OF ORDER 5/22/87	DELIVERY REQUIRED 05-31-87	TERMS NET 30-15% RETAINER
SHIP VIA		F.O.B. INSTALLED

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
THE TERMS AND CONDITIONS OF THIS CONTRACT ARE LISTED ON DOCUMENTS NO. 33428, 33429, 33430, 33431, & 33432.						
***	*****	***		MATERIAL ONLY TAXABLE		
***	*****	***		TELEPHONE CONFIRMATION SZCZEPANSKI		20,691.00

SECURITY OF INFORMATION IS GOOD BUSINESS FOR BOTH OF US  
 WE DEPEND UPON YOU TO KEEP ALL INFORMATION CONFIDENTIAL

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL -

PLEASE EXECUTE AND RETURN PROMPTLY  
**ACKNOWLEDGMENT**

}	BY (AUTHORIZED SIGNATURE) <i>Mark Szczepanski</i>	PURCHASED BY <i>F. Swalters</i>
	FOR (FIRM NAME) K.A.L. Const	DATE 5/21/87

UNLESS EXEMPT BY LAW, SELLER FURTHER AGREES TO COMPLY WITH THE FOLLOWING EMPLOYMENT PRACTICES: VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE ACT OF 1974 (38 U.S.C. 2012); REHABILITATION ACT OF 1973; UTILIZATION OF MINORITY BUSINESS ENTERPRISES (EXECUTIVE ORDER 11458); AND LARGE SURPLUS AREA CONCERNS REGULATIONS.

Exhibit A  
Page 5 of 5

PARCEL 1:

A part of the U. S. Government Lots Number One (1) and Number Two (2) in the East One-half (E 1/2) of Section One (1), Township Thirty-Seven (37) North, Range Ten (10) West of the Second Principal Meridian, Lake County, Indiana, described as:

Commencing at a point seventeen and three-tenths feet (17.3') North of the Southeast corner of said U. S. Government Lot Number One (1), Thence North Eight Hundred Eighty-nine and twenty-one one hundredths feet (889.21') on the East line of said Section One (1) to a point Fifty feet (50') southwesterly by a rectangular measurement from the center line of the One Hundred Foot (100') right-of-way of the Pittsburgh, Fort Wayne and Chicago Railway; thence Northwesterly Thirteen Hundred Fifty-five and thirty-four One-hundredths feet (1355.34') parallel to and fifty feet (50') southwesterly by rectangular measurement from said center line of the railroad right-of-way to the Wolf River center line, as established by agreement dated December 3rd, 1903, thence southwesterly seven hundred thirty-seven and twenty-two one-hundredths feet (737.22') on said center line to the original center line of Indianapolis Boulevard (before same was widened to one hundred feet (100') by an addition of twenty feet (20') along the northeasterly side thereof; thence Southeasterly fifteen hundred one and seventy-six one-hundredths feet (1501.76') along said center line of Indianapolis Boulevard to a point; thence Northeasterly one hundred seventy-five and eighty-nine one-hundredths feet (175.89') by rectangular measurement from said center line; thence East One Hundred Seventy-five and eighty-nine one-hundredths feet (175.89') to the place of beginning; Excepting from the above description a tract of land two hundred feet (200') in width lying adjacent to and parallel to a line which is fifty feet (50') distant Southwesterly by rectangular measurement from the center line of the above described one hundred foot (100') right-of-way of the Pittsburgh, Fort Wayne, and Chicago Railway containing nineteen and five tenths (19.5) acres, exclusive of streets.

PARCEL 2:

That part of the east half of Section 1, Township 37 North, Range 10 West of the 2nd P.M., in Lake County, Indiana, described as follows: Beginning at the intersection of the center line of Indiana Boulevard as it was in the year 1922, with the center line of Calumet Avenue, thence north along the said center line of Calumet Avenue 495.32 feet, thence west at right angles to the last described line 175.89 feet to a point, thence southwesterly at an angle of 140 degrees 54 minutes with said last described line and at right angles to the said center line of Indiana Boulevard as it was in the year 1922, 175.89 feet to the said center line of Indiana Boulevard as it was in the year 1922, thence southeasterly along said center line 495.32 feet to the place of beginning, containing two acres, more or less, the same being parts of Lots 1 and 2, in the old (Government) survey of Section 1 aforesaid, situated in the City of Hammond, in Lake County, Indiana;

Excepting so much of said real estate as has been dedicated for street purposes in Indianapolis Boulevard and Calumet Avenue in the City of Hammond, Lake County, Indiana.