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MEMORANDUM OF COLLATERAL ASSIGNMENT OF INTEREST IN REAL ESTATE LEASE

THIS MEMORANDUM OF COLLATERAL ASSIGNMENT OF INTEREST IN REAL ESTATE LEASE, made and entered into to evidence the execution of a certain Security Agreement and Collateral Assignment dated August 16, 1989.

WITNESSETH:

For value received, Lake County Trust Company, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such trustee, and under the express direction of the beneficiaries of a certain trust agreement dated July 20, 1988, and known as Trust Agreement No. 3841 with offices at 2200 North Main Street, Crown Point, Indiana, (hereinafter "ASSIGNOR") did assign as collateral all of ASSIGNOR'S right, title and interest and further did grant and transfer a security interest to Gainer Bank, National Association with offices at 115 South Court Street, Crown Point, Indiana (hereinafter "ASSIGNEE") in the leases of real estate as described below as security for a certain indebtedness by ASSIGNOR, Hamstra Builders, Inc., Wilbert A. Hamstra and Peggy A. Hamstra to ASSIGNEE in the principal sum of \$1,700,000.00 plus interest as evidenced by a Certain Nove dated August 16, 1989.

This assignment and security interest was also given to secure any and all other indebtedness or obligations of ASSIGNOR to ASSIGNEE whether now existing or hereafter created and any future advances, and whether saidydecrois primary or secondary, joint or several, fixed or contingent, of a different class or secured by other collateral, and any renewals, extensions or substitutions thereof.

The lease which is the collateral, and in which the security interest was granted, is that certain Shopping Center Lease, as amended, between Strack and Van Til Schererville Super Market, Inc., as lessee, and ASSIGNOR, as lessor, for the lease of the following described real estate located in Lake County, Indiana, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference

By accepting this collateral assignment ASSIGNEE did not assume in any way the duties and obligations of the ASSIGNOR under said leases; and the collateral assignment did not release or discharge ASSIGNOR from any obligations to fulfill the terms and conditions thereof.

Dated: August 16, 1989.

ASSIGNOR:

Lake County Trust Company, as Trustee under a Trust
Agreement dated July 20, 1988, and known as Trust No. 3841, not personally

		By:	SEE SIGNATURE PAGE ATTACHED
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Memomrandum of Collateral Assignment of Interest in Lease

It is expressly understood and agreed that this REMANN is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this lease contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, perserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary or beneficiaries of said Trust.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to litaby the benefit sarlies pand prott of ofts own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, I AKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 21st day of February , 19 91

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated July 20, 1988

and known as Trust No. 3841

Karyn Zasada, Trust Officer

ATTEST:

BY: Maslatte S. Keibman
Charlotte L. Keilmah, Assistant Secretary

STATE OF INDIANA

įss:

COUNTY OF LAKE

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify the abovenamed Trust Officer and Assistant Secretary of Lake County Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Witness my	hand and se	al this 21st day of	February , 1991 .
	Y EDG.		Angela Dewcomb Angela Alewcomb Notary Public
A STATE	(1)		Angela Newcomb Notary Public

Commission Expires:

Resident: Lake County, Indiana

April 2.1994

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

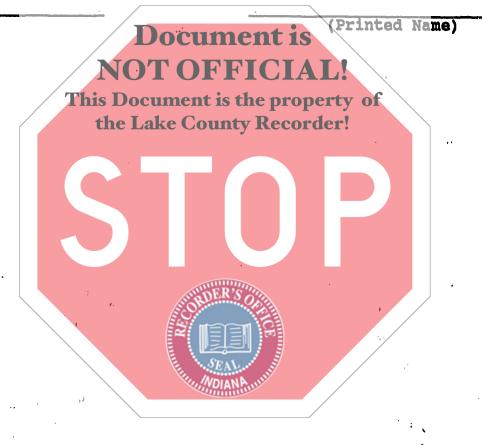
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Witness my hand and official seal.

My Commission Expires:

NOTARY PUBLIC

COUNTY OF RESIDENCE:



THIS INSTRUMENT PREPARED BY: LAMBERT C. GENETOS, Attorney at Law,

8585 Broadway

Merrillville, IN 46410 Telephone: (219) 769-1313

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PARCEL I:

A parcel of land in the S.E.K of Section 20, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Indiana, being part of Lot I in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the N.W. corner of Lot 4 in said North Ridge Center; thence North I degree 21 minutes East, 543.00 feet; thence North 88 degrees 39 minutes West, 95.00 feet to the Point of Beginning; thence continuing North 88 degrees 39 minutes West, 29.00 feet; thence South I degree 21 minutes West, 11.00 feet; thence North 88 degrees 39 minutes West, 163.00 feet; thence North I degree 21 minutes East, 11.00 feet; thence North 88 degrees 39 minutes West, 128.00 feet; thence North I degree 21 minutes East, 79.00 feet; thence North 88 degree 39 minutes West, 70.50 feet; thence North I degree 21 minutes East, 140.00 feet; thence North 88 degrees 39 minutes West, 10.00 feet; thence North I degree 21 minutes East, 55.00 feet; thence South 88 degrees 39 minutes East, 200.00 feet; thence South I degree 21 minutes West, 42.00 feet; thence South 88 degrees 39 minutes East, 135.00 feet; thence South I degree 21 minutes West, 13.0 feet; thence South 88 degrees 39 minutes East, 130.50 feet; thence South I degree 21 minutes West, 40.00 feet; thence North 88 degrees 39 minutes West, 65:00 feet; thence South I degree 21 minutes West, 179.00 feet to the Point of Beginning.

PARCEL 2:

Document is

Together with a nonexclusive case dated October 25, 1988, and recorded November 2, 1988, as Document No. 005423, and as created in a certain Easement for Parking and Ingress and Egress dated October 25, 1988, and recorded Navember 2y 1988, and recorded November 29, 1989, and recorded February 9, 1989, and recorded February 28, 1989, as Document No. 024864, as surther amended by Second Amendment dated August 10, 1989, and recorded August 10, 1989, and recorded August 10, 1989, as Document No. 051811, over and across the following described land:

A parcel of land in the S.E.K of Section 20, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Indiana, described as follows: being part of Lot I in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing & the N.W. corner of Lot I in said North Ridge Center; thence North I degree 21 minutes East, 35 deet; thence North 88 degrees 39 minutes West, 60.0 feet to the Point of Beginning; thence North I degree 21 minutes East, 508.0 feet; thence North 88 degrees 39 minutes West, 11.00 feet; thence North 88 degrees 39 minutes West, 163.0 feet; thence North I degree 21 minutes East, 11.00 feet; thence North 88 degrees 39 minutes West, 163.0 feet; thence North I degree 21 minutes East, 11.00 feet; thence North 88 degrees 39 minutes West, 277.85 feet to the West line of said Lot I; thence South 0 degrees 01 minutes 11 seconds East, along said West line, 508.14 feet; thence South 88 degrees 39 minutes East, 492.7 feet to the Point of Beginning, subject to the terms, provisions and conditions contained in said Instruments.

PARCEL 3:

Together with a nonexclusive easement for the benefit of Parcel I for ingress and egress as created in an Easement for Parking and Ingress and Egress dated October 25, 1988, and recorded November 2, 1988, as Document No. 005424, as amended by Amendment to Lease dated February 9, 1989, and recorded February 28, 1989, as Document No. 024863, as further amended by Second Amendment dated August 10, 1989, and recorded August 10, 1989, as Document No. 051810, over and across the following described land:

Three parcels of land in the S.E.% of Section 20, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Indiana, being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows:

Commencing at the N.W. corner of Lot 4 in said North Ridge Center; thence North I degree 21 minutes East, 543.00 feet; thence North 88 degrees 39 minutes West, 30.00 feet; thence North I degree 21 minutes East, 179.00 feet to the Point of Beginning; thence continuing North I degree 21 minutes East, 40.00 feet; thence North 88 degrees 39 minutes West, 130.5 feet; thence North I degree 21 minutes East, 13.00 feet; thence 88 degrees 39 minutes West, 135.0 feet; thence North I degree 21 minutes East, 44 feet; more or less, to the South line of a 30 foot access easement as shown on said Plat; thence Southeasterly and Easterly along said South line 274 feet, more or less, to a point on a line that bears North I degree 21 minutes East and passes through the Point of Beginning; thence continuing Easterly along said South line, 100.0 feet; thence South I degree 21 minutes West to a point on a line that bears South 88 degrees 39 minutes East and passes through the Point of Beginning; thence North 88 degrees 39 minutes West, 100 feet to the Point of Beginning; thence North 88 degrees 39 minutes

Commencing at the N.W. corner of Lot In said North Ridge Center: thence North I degree 21 minutes East, 543.00 feet; thence North 88 degrees 39 minutes West, 95.00 feet; thence North 88 degrees 39 minutes West, 390.05 feet; thence South 1 degree 21 minutes west, 10.00 feet; thence North 88 degrees 39 minutes West, 10.00 feet; thence North 1 degree 21 minutes East, 10.0 feet; thence North 88 degrees 39 minutes West, 10.00 feet; thence North 88 degrees 39 minutes West, 10.00 feet; thence North 1 degree 21 minutes East, 55.00 feet; thence North 88 degrees 39 minutes W. 50 feet, more or less, to the East line of a 30 foot Access Easement as shown on said Plat; thence South 0 degrees 01 minute 11 seconds East, along said East line, 65 feet, more or less, to a point on a line that bears North 88 degrees 39 minutes West and passes through the Point of Beginning; thence South 88 degrees 39 minutes East, 60 feet, more or less, to the Point of Beginning.

Commencing at the N.W. corner of Lot 4 in said North Ridge Center; thence North I degree 21 minutes East, 35.0 feet to the Point of Beginning Obence North I degree 21 minutes East, 508.0 feet; thence North 88 degrees 39 minutes West, 69.0 feet; thence South I degree 21 minutes West, 508.0 feet; thence South 88 degrees 39 minutes East, 60.0 feet to the Point of Beginning, subject to the terms, provisions and conditions contained in said instruments.