

91066620

Payless Shoe Source, Inc.  
3231 East 6th St.  
P.O. Box 1189  
Topeka, Kansas 66601  
Pol 453718 Pd 4-6000

WHEN RECORDED MAIL TO:

Payless Shoe Source, Inc.  
Real Estate Department  
P.O. Box 3591  
3231 East Sixth Street  
Topeka, Kansas 66601-3591

(Store #3732)

**MEMORANDUM OF LEASE**

NOTICE IS HEREBY GIVEN THAT:

13-514-2

By that certain Real Property Lease Agreement ("Lease") dated August 20, 1991, ROSEWOOD REAL ESTATE EQUITIES, INC., beneficiary under Trust Number 4025 Lake Country Trust Company ("Rosewood"), whose address is 135 South LaSalle, Suite 4410, Chicago, Illinois 60603, leased to PAYLESS SHOESOURCE, INC., a Missouri corporation, whose address is 3231 East Sixth Street, P.O. Box 3560, Topeka, Kansas 66601, those premises shown crosshatched on the site plan, Exhibit B, attached hereto, and situated on that certain tract of real property located in the Town of Schererville, County of Lake, State of Indiana, the legal description of which is attached hereto as Exhibit A.

By that certain Assignment and Assumption of Leases by and between Rosewood and Lake County Trust Company as Trustee under Trust Number 4025 ("Trustee"), Trustee is the successor to all right, title and interest of Rosewood under the Lease of

The terms and conditions of said Lease are stated therein, which is for a term of ten (10) years, commencing as provided in the Lease, except that in the event of commencement of the Lease term is a date other than a first day of the calendar month, said term shall be computed from the first day of the calendar month next following the date of commencement of the Lease term as stated above. The Lease provides for one (1) renewal period of five (5) years.

This instrument is merely a memorandum of the aforementioned Lease and is subject to all the terms, conditions and provisions thereof. In the event of any inconsistency between the terms of this instrument and said Lease, the terms of said Lease shall prevail as between the parties.

The Trustee has executed this instrument solely as Trustee as aforesaid, and not personally, and no personal liability shall be asserted against Lake County Trust Company by reason of any agreement, covenant, undertaking, representation, or warranty in this instrument.

Dated: October 18, 1991

LANDLORD:

LAKE COUNTY TRUST COMPANY,  
as Trustee, as aforesaid

TENANT:

PAYLESS SHOESOURCE, INC.,  
a Missouri corporation

SEE SIGNATURE PAGE ATTACHED

Its: \_\_\_\_\_

By:   
Its: Vice President

SEE SIGNATURE PAGE ATTACHED

Its: \_\_\_\_\_

PAYLESS SHOESOURCE, INC.  
9/23/91  
THJ  
REVIEWED  
REAL ESTATE AND CONSTRUCTION

FILED

DEC 31 1991

Armed N. Antonio  
AUCTIONEER LAKE COUNTY

01477

2400  
A

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known and known to be the persons described in and who executed the foregoing instrument as the \_\_\_\_\_ and \_\_\_\_\_ respectively of Lake County Trust Company, an Indiana corporation, and they severally acknowledged before me that they executed the same as such officer, that they were authorized so to do, and that such is the act and deed of said corporation.

WITNESS my hand and official seal at \_\_\_\_\_ said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

SEE SIGNATURE PAGE ATTACHED  
Notary Public, State of \_\_\_\_\_



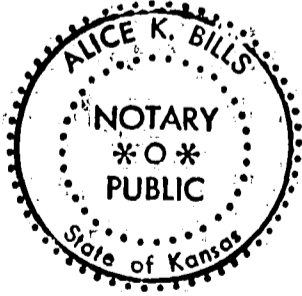
STATE OF KANSAS )  
 ) SS:  
COUNTY OF SHAWNEE )

On this 23rd day of September, 1991, before me, a Notary Public in and for the above county and state, personally appeared James J. Romanek

a Vice President of PAYLESS SHOESOURCE, INC., a Missouri corporation, who by me being duly sworn did depose, say and acknowledge that said corporation executed the said instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that he signed and sealed said instrument in the name of and on behalf of said corporation and that he executed the same as a free act and voluntary deed of said corporation.

My commission expires: 1-30-94

Alice K. Bills  
(Notary Public (Seal))

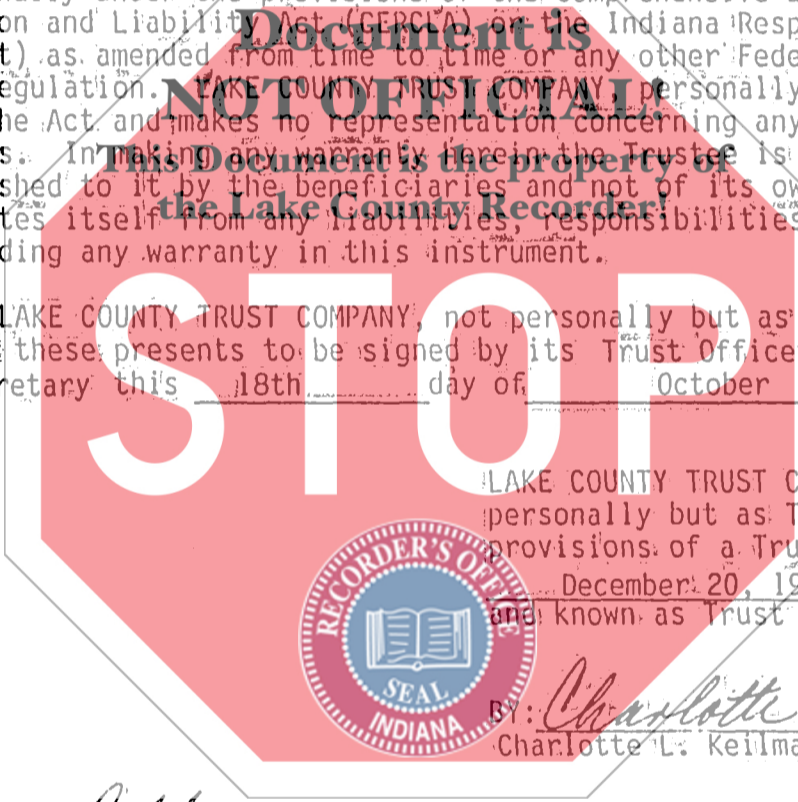


Memorandum of

It is expressly understood and agreed that this/Lease 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, preserve 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 it by the beneficiaries and not of its 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, LAKE 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 18th day of October, 1991.



LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated December 20, 1989 and known as Trust No. 4025.

By: Charlotte L. Keilman  
Charlotte L. Keilman, Trust Officer

ATTEST:

BY: Kathy L. Sebben  
Kathy L. Sebben, Assistant Secretary

STATE OF INDIANA )  
COUNTY OF LAKE )SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 18th day of October, 1991.

Angelina Bravos  
Angelina Bravos Notary Public

My Commission Expires:  
May 15, 1993

Resident: Lake County, Indiana.

EXHIBIT A

Legal Description

Lot 2 in the Crossroads, being a subdivision of part of the Northwest 1/4 of the Northwest 1/4 of Section 16 and part of the Southwest 1/4 of the Southwest 1/4 of Section 9, both in Township 15 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana according to the plat thereof recorded in Plat Book 69, Page 3 in Lake County, Indiana.

13-514-2

SUBJECT TO:

1. TAXES FOR 1990 PAYABLE IN 1991.
2. MORTGAGE DATED FEBRUARY 15, 1990 AND RECORDED FEBRUARY 20, 1990, AS DOCUMENT NO. 085157, MADE BY LAKE COUNTY TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 20, 1989, KNOWN AS TRUST NO. 4025, TO FIRST CITY, TEXAS-DALLAS, A TEXAS CORPORATION, AND THE COVENANTS, CONDITIONS AND AGREEMENTS THEREIN CONTAINED.

EXTENSION AGREEMENT DATED NOVEMBER 15, 1990, AND RECORDED DECEMBER 27, 1990, AS DOCUMENT NO. 140774, MADE BY AND BETWEEN ROSEWOOD PROPERTY COMPANY, A TEXAS CORPORATION, AND LAKE COUNTY TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 20, 1989, KNOWN AS TRUST NO. 4025, AND FIRST CITY, TEXAS - DALLAS.

3. TERMS AND PROVISIONS OF AN EASEMENT FOR ELECTRICAL LINES RECORDED AUGUST 8, 1953, AS DOCUMENT NO. 699459, IN MISCELLANEOUS RECORD 594, PAGE 571, TO NORTHERN INDIANA PUBLIC SERVICE COMPANY, DESCRIBING THE FOLLOWING LAND:

A STRIP OF LAND 34 FEET WIDE, LYING 17 FEET WIDE OF EACH SIDE OF A CENTER LINE IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN THE TOWN OF SCHERERVILLE, INDIANA, SAID CENTER LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 250 FEET NORTH OF THE NORTHERLY LINE OF U.S. HIGHWAY NO. 30, SAID POINT BEING 17 FEET WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, INDIANA AND SOUTHERN RAILROAD; THENCE NORTHERLY PARALLEL TO THE SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT 17 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 16; THENCE WESTERLY PARALLEL TO THE SAID NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1130.55 FEET, MORE OR LESS, TO THE EASTERLY LINE OF U.S. HIGHWAY NO. 41.

4. TERMS AND PROVISIONS OF AN EASEMENT FOR SANITARY SEWER RECORDED NOVEMBER 13, 1964 AS DOCUMENT NO. 593588, IN MISCELLANEOUS RECORD 907, PAGE 349, TO THE TOWN OF SCHERERVILLE DESCRIBING THE FOLLOWING LAND:

A 20 FOOT EASEMENT LYING 10 FEET ON EACH SIDE OF A 12 INCH SANITARY SEWER IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 30 AT A POINT 500 FEET MORE OR LESS EAST OF THE WEST LINE OF SAID SECTION 16; THENCE NORTHERLY 280 FEET, MORE OR LESS, TO A MANHOLE THAT IS 276 FEET NORTHEASTERLY OF THE NORTHWEST CORNER OF A RESTAURANT BUILDING; THENCE WESTERLY 205 FEET TO A MANHOLE THAT IS 152.5 FEET NORTHERLY OF THE NORTHWEST CORNER OF SAID RESTAURANT BUILDING; THENCE NORTHWESTERLY TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 41 AT A POINT 520

FEET, MORE OR LESS, NORTH OF THE CENTER LINE OF U.S. HIGHWAY NO. 30, IN LAKE COUNTY, INDIANA.

5. TERMS AND PROVISIONS OF AN EASEMENT FOR GAS MAINS RECORDED SEPTEMBER 22, 1978 AS DOCUMENT NO. 491961 TO NORTHERN INDIANA PUBLIC SERVICE COMPANY, DESCRIBING THE FOLLOWING LAND:

A STRIP OF LAND SITUATED IN SECTION 16, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE COUNTY OF LAKE, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND SITUATED IN THE NORTHWEST QUARTER OF SAID SECTION 16, SAID STRIP OF LAND BEING 17 FEET WIDE AND LYING 8 1/2 FEET WIDE EACH SIDE OF CENTER LINE, AND SAID CENTER LINE PRODUCED, SAID CENTER LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 250 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 30, SAID POINT BEING 8 1/2 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF THE PENN CENTRAL RAILROAD; THENCE NORTHWARDLY PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID PENN CENTRAL RAILROAD A DISTANCE OF 642.5 FEET, MORE OR LESS, TO A POINT, SAID POINT BEING 8.5 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE WESTWARDLY PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16 A DISTANCE OF 1086 FEET, MORE OR LESS, TO A POINT BEING 8.5 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16.

THIS EASEMENT FOLLOWS THE EXISTING ELECTRIC EASEMENT NO. 19271 GRANTED JUNE 8, 1953, RECORDED AUGUST 9, 1953, BOOK 594, PAGE 571, LAKE COUNTY, INDIANA COUNTY RECORD. THIS EASEMENT OF EXISTING ELECTRIC POLE LINE, GRANTEE WILL NOT OCCUPY SOUTH OR WEST OF CENTERLINE OR ABOVE RECORDED EXISTING ELECTRIC EASEMENT.

6. TERMS AND PROVISIONS OF AN EASEMENT FOR ANCHORS AND GUYS RECORDED AUGUST 11, 1953 AS DOCUMENT NO. 699707, IN MISCELLANEOUS RECORD 594, PAGE 578, TO NORTHERN INDIANA PUBLIC SERVICE COMPANY, DESCRIBING THE FOLLOWING LAND:

A STRIP OF LAND 10 FEET WIDE, LYING 5 FEET WIDE ON EACH SIDE OF A CENTER LINE AND SAID CENTER LINE PRODUCED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, SAID CENTER LINE BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 9 AND 17 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THENCE NORTHERLY AND PARALLEL TO THE SAID WEST RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD 30 FEET TO A POINT OF THE GRANTOR'S LAND.

7. TERMS AND PROVISIONS OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED SEPTEMBER 10, 1987 AS DOCUMENT NO. 937491 TO INDIANA BELL TELEPHONE COMPANY, INCORPORATED, DESCRIBING THE FOLLOWING LAND:

AN EASEMENT 20 FEET IN WIDTH LYING 10 FEET ON EITHER SIDE OF A CENTER LINE COMMENCING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE 30 AT A POINT 500 FEET EAST OF THE WEST LINE OF SECTION 16, THENCE NORTHERLY 280 FEET, MORE OR LESS, TO A SEWER MANHOLE; THENCE WESTERLY 205 FEET TO A SEWER MANHOLE; THENCE NORTHWESTERLY TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROUTE 41 AT A POINT 520 FEET, MORE OR LESS, NORTH OF THE CENTER LINE OF STATE ROUTE 30.

8. TERMS AND PROVISIONS OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING THE LAND, CREATING EASEMENTS FOR INGRESS, EGRESS AND PARKING, RECORDED FEBRUARY 20, 1990 AS DOCUMENT NO. 085156, MADE BY AND BETWEEN WAL-MART STORES, INC., A DELAWARE CORPORATION, AND LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 4025, AS AMENDED BY FIRST AMENDMENT OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND, DATED APRIL 19, 1990 AND RECORDED AUGUST 28, 1990 AS DOCUMENT

NO. 120041, MADE BY AND BETWEEN WAL-MART STORES, INC., A DELAWARE CORPORATION, AND LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 4025.

9. DECLARATION OF EASEMENTS AND RESTRICTIONS DATED FEBRUARY 14, 1990, MADE BY LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 4025 AND RECORDED FEBRUARY 20, 1990, AS DOCUMENT NO. 085154, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS DATED APRIL 19, 1990 AND RECORDED AUGUST 28, 1990 AS DOCUMENT NO. 120042, MADE BY LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 4025.
10. UCC FINANCING STATEMENT NUMBER 302558, FILED ON FEBRUARY 20, 1990, WITH FIRST CITY, TEXAS-DALLAS, AS SECURED PARTY, AND LAKE COUNTY TRUST COMPANY TRUST NO. 4025, AS DEBTOR.
11. UCC FINANCING STATEMENT NUMBER 302559, FILED ON FEBRUARY 20, 1990, WITH FIRST CITY, TEXAS-DALLAS, AS SECURED PARTY, AND LAKE COUNTY TRUST COMPANY TRUST NO. 4025, AS DEBTOR.
12. TERMS AND PROVISIONS AND ANY EASEMENTS AFFECTING THE LAND, AS EVIDENCED IN AN INDENTURE OF LEASE (SHORT FORM) DATED APRIL 12, 1990 AND RECORDED MAY 4, 1990, AS DOCUMENT NO. 098880, MADE BY AND BETWEEN LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 4025 (LANDLORD) AND OMNI SUPERSTORES OF INDIANA, INC., AN INDIANA CORPORATION (TENANT).
13. RESTRICTIONS IN DEED DATED FEBRUARY 14, 1990 AND RECORDED FEBRUARY 20, 1990, AS DOCUMENT NO. 085155, MADE BY LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED DECEMBER 29, 1989 AND KNOWN AS TRUST NO. 4025 TO WAL-MART STORES, INC., A DELAWARE CORPORATION.
14. RESTRICTIONS SHOWN ON PLAT OF THE CROSSROADS, IN PLAT BOOK 69, PAGE 3, AS FOLLOWS:

RESTRICTIONS SHOWN ON PLAT OF THE CROSSROADS, IN PLAT BOOK 69, PAGE 3, AS FOLLOWS:

(1) EASEMENTS FOR PUBLIC UTILITIES AS DESIGNATED HEREIN FOR EASEMENTS HEREIN RESERVED ARE HEREBY GRANTED TO NORTHERN INDIANA PUBLIC SERVICE COMPANY, INDIANA BELL TELEPHONE COMPANY, THE TOWN OF SCHEPERSVILLE AND CABLE TELEVISION COMPANIES, JOINTLY AND SEVERALLY, TOGETHER WITH THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS TO INSTALL, LAY, ERECT, CONSTRUCT, RENEW, REPAIR, OPERATE AND MAINTAIN SEWERS, WATER MAINS, GAS MAINS, CONDUITS, CABLES AND WIRES, BOTH OVERHEAD AND UNDERGROUND, UPON, ALONG AND OVER THOSE STRIPS OF GROUND DESIGNATED IN THE PLAT BY DOTTED LINES AND MARKED 'EASEMENT', INCLUDING THOSE IMMEDIATE AREAS NOT SO MARKED BUT EXTENDING FROM SAID STRIPS OF GROUND, WHEREUPON OVERHEAD OR UNDERGROUND FACILITIES AS STATED ABOVE SHALL EXIST FOR THE DIRECT SERVICE TO THE REAL ESTATE HEREIN PLATTED FOR THE PURPOSE OF SERVICE THE PUBLIC IN GENERAL WITH SEWER, GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE, INCLUDING THE RIGHT TO USE SAID EASEMENT FOR THE CONVEYANCE CHANNELIZATION, COLLECTION AND DISPERSAL OF SURFACE WATER RUNOFF AND THE RIGHT TO USE OTHER PUBLIC AND PRIVATE STREET RIGHT-OF-WAYS WHEN NECESSARY, TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENTS AT ALL TIMES FOR ANY AND ALL OF THE PURPOSES AFORESAID, AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPLINGS THAT INTERFERE WITH THE NORMAL USE, OPERATION OR MAINTENANCE OF ANY SUCH UTILITY EQUIPMENT TOGETHER WITH THE RIGHT TO GRADE OR REGRADE THE SURFACE OR TO REMOVE OBSTRUCTIONS TO SURFACE DRAINAGE. NO PERMANENT BUILDING OR STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY BE USED FOR GARDENS, PLANTING, LANDSCAPING, FENCING, PARKING, LIGHTING, AND SIGNING AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR SAID PUBLIC UTILITY AND DRAINAGE PURPOSES.

(2) BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND PROPERTY LINES OF THE STREETS THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE.

(3) MINIMUM FINISHED FLOOR ELEVATION SHALL BE 631.50 FEET REFERENCED TO U.S.G.S. VERTICAL DATUM 1929 G.A.

(4) NO DIRECT VEHICULAR ACCESS SHALL BE ALLOWED TO U.S. HIGHWAY 30 OR U.S. HIGHWAY 41 FROM LOTS 3, 4, 5, 6 AND 7.

(5) ACCESS TO LOTS 3, 4, 5, 6 AND 7 SHALL BE ALLOWED ACROSS LOTS 1 AND 2 IN ACCORDANCE WITH AGREEMENTS BETWEEN THE OWNERS AND THE BUYERS OF LOTS 3, 4, 5, 6 AND 7.

THE ABOVE RESTRICTIONS SHALL FURTHER PROVIDE THE RIGHT TO ENFORCE THOSE PROVISIONS BY INJUNCTION, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL, BY DUE PROCESS OF LAW, OF ANY STRUCTURE OR PART THEREOF ERECTED OR MAINTAINED IN VIOLATION THEREOF, IS HEREBY DEDICATED TO THE PUBLIC, AND RESERVED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN SAID SUBDIVISION AND TO THEIR HEIRS AND ASSIGNS.

15. TERMS AND PROVISIONS OF A DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS DATED SEPTEMBER 17, 1990 AND RECORDED SEPTEMBER 24, 1990 AS DOCUMENT NO. 125380, MADE BY LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 4025.
16. DECLARATION OF RESTRICTIONS AND CONDITIONS DATED SEPTEMBER 19, 1990 AND RECORDED SEPTEMBER 24, 1990 AS DOCUMENT NO. 125382, MADE BY LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 4025.
17. TERMS AND PROVISIONS OF AN AGREEMENT BY AND AMONG LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 1437 AND STRACK AND VAN TIL SUPER MARKET, INC., AN INDIANA CORPORATION, AND LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 4025, DATED SEPTEMBER 18, 1990 AND RECORDED SEPTEMBER 24, 1990 AS DOCUMENT NO. 125386, PROVIDING FOR COVENANT FOR PAYMENT OF OPERATING, MAINTENANCE AND REPAIR EXPENSES OF THE TRAFFIC SIGNAL.
18. TERMS AND PROVISIONS OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED JULY 7, 1953 AS DOCUMENT NO. 692064 TO NORTHERN INDIANA PUBLIC SERVICE COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, DESCRIBING THE FOLLOWING LAND:
- ONE STRIP OF LAND IN THE NORTHWEST HALF OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND P.M., BEING 10 FEET WIDE, LYING 5 FEET EACH SIDE OF A CENTER LINE PRODUCED, SAID CENTER LINE BEING DESCRIBED AS FOLLOWS:
- BEGINNING AT A POINT 559 NORTH OF THE CENTER LINE OF U.S. HIGHWAY 30 AND ON THE EAST RIGHT-OF-WAY OF U.S. NO. 41 THENCE, IN A SOUTHEASTERLY DIRECTION 334 FEET MORE OR LESS TO A POINT 196.5 FEET EAST OF THE CENTER LINE OF U.S. NO. 41 AND 259 FEET NORTH OF THE CENTER LINE OF U.S. NO. 30.
19. TERMS AND PROVISIONS OF A FIRST REFUSAL AND OPTION AGREEMENT DATED SEPTEMBER 19, 1990 AND RECORDED SEPTEMBER 24, 1990 AS DOCUMENT NO. 125385, MADE BY AND AMONG FARMLAND, INC., AN INDIANA CORPORATION, LAWRENCE MC DOWELL AND STEWARD MADDOX, INDIVIDUALS, AND LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 4025.
20. EASEMENT AGREEMENT DATED OCTOBER 30, 1990 AND RECORDED DECEMBER 13, 1990 AS DOCUMENT NO. 138745 MADE BY AND AMONG LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 4025 AND WAL-MART STORES, INC. A DELAWARE CORPORATION.
21. EASEMENT AGREEMENT DATED AS OF MAY 28, 1991, AND RECORDED JULY 26, 1991, AS DOCUMENT NO. 91037663 MADE BY AND BETWEEN LAKE

COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 4025, WAL-MART STORES, INC., A DELAWARE CORPORATION AND LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 1438.

22. A 5 FOOT NO ACCESS EASEMENT AFFECTING THE WEST 5 FEET OF LOTS 4 AND 5 OF THE LAND AND THE SOUTH 5 FEET OF LOTS 6 AND 7 OF THE LAND, AS INDICATED ON THE PLAT OF SUBDIVISION.

NOTE: THE OWNERS AT LOTS 3, 4, 5, 6 AND 7 SHALL BE ALLOWED ANY PERMITTED USE OF THE AREA MARKED '5' NO-ACCESS EASEMENT' EXCEPT VEHICULAR ACCESS TO THE HIGHWAY, AS INDICATED ON THE PLAT OF SUBDIVISION.

23. A 20 FOOT SANITARY SEWER EASEMENT AFFECTING THE WESTERLY PART OF LOT 6 OF THE LAND, AS INDICATED ON THE PLAT OF SUBDIVISION

24. AN EASEMENT FOR UNDERGROUND ELECTRICAL LINES, COMMUNICATION LINES AND GAS MAINS DATED 1991, AND RECORDED \_\_\_\_\_ 1991, AS DOCUMENT NO. \_\_\_\_\_ MADE BY LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 4025 TO NORTHERN INDIANA PUBLIC SERVICE COMPANY AND INDIANA BELL TELEPHONE COMPANY.

25. ENCROACHMENT, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.

26. A 21 FOOT UTILITY EASEMENT GRANTED TO NORTHERN INDIANA PUBLIC SERVICE COMPANY FOR INSTALLATION AND MAINTENANCE OF THEIR FACILITIES AFFECTING THE NORTH 21 FEET OF LOT 2 OF THE LAND, AS SHOWN ON THE PLAT OF SUBDIVISION.

27. A 28 FOOT UTILITY EASEMENT GRANTED TO NORTHERN INDIANA PUBLIC SERVICE COMPANY FOR INSTALLATION AND MAINTENANCE OF THEIR FACILITIES AFFECTING LOT 2 OF THE LAND, AS SHOWN ON THE PLAT OF SUBDIVISION.

28. A 60 FOOT BUILDING LINE AFFECTING THE WEST SIDE OF LOTS 2, 4 AND 5 OF THE LAND AND THE SOUTH SIDE OF LOTS 6 AND 7 OF THE LAND AS SHOWN ON THE PLAT OF SUBDIVISION.

29. REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING DATED SEPTEMBER 13, 1991 AND RECORDED SEPTEMBER 16, 1991, AS DOCUMENT NO. 91046654 MADE BY LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 20, 1989 AND KNOWN AS TRUST NO. 4025 TO BANK ONE, TEXAS, NATIONAL ASSOCIATION, TO SECURE ONE PROMISSORY NOTE FOR \$10,500,000.00, PAYABLE AS THEREIN PROVIDED, AND THE COVENANTS AND AGREEMENTS THEREIN CONTAINED.

(MORTGAGES THE LAND AND OTHER REAL ESTATE).

30. TERMS AND PROVISIONS OF AN ASSIGNMENT OF RENTS AND LEASES DATED SEPTEMBER 13, 1991 AND RECORDED SEPTEMBER 16, 1991, AS DOCUMENT NO. 91046655, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, MADE BY LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 20, 1989 AND KNOWN AS TRUST NO. 4025, TO BANK ONE, TEXAS, NATIONAL ASSOCIATION, AS ADDITIONAL SECURITY FOR THE MORTGAGE RECORDED SEPTEMBER 16, 1991, AS DOCUMENT NO. 91046654.

(AFFECTS THE LAND AND OTHER REAL ESTATE).

31. TERMS AND PROVISIONS OF AN EASEMENT AGREEMENT DATED MAY 28, 1991 AND RECORDED JULY 26, 1991, AS DOCUMENT NO. 91037663, MADE BY AND AMONG LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 4025 ("TRUST"), WAL-MART STORES, INC., A DELAWARE CORPORATION ("WAL-MART", WAL-MART AND THE TRUST BEING SOMETIMES HEREINAFTER COLLECTIVELY REFERRED TO AS "GRANTOR") AND LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 1438 ("GRANTEE").

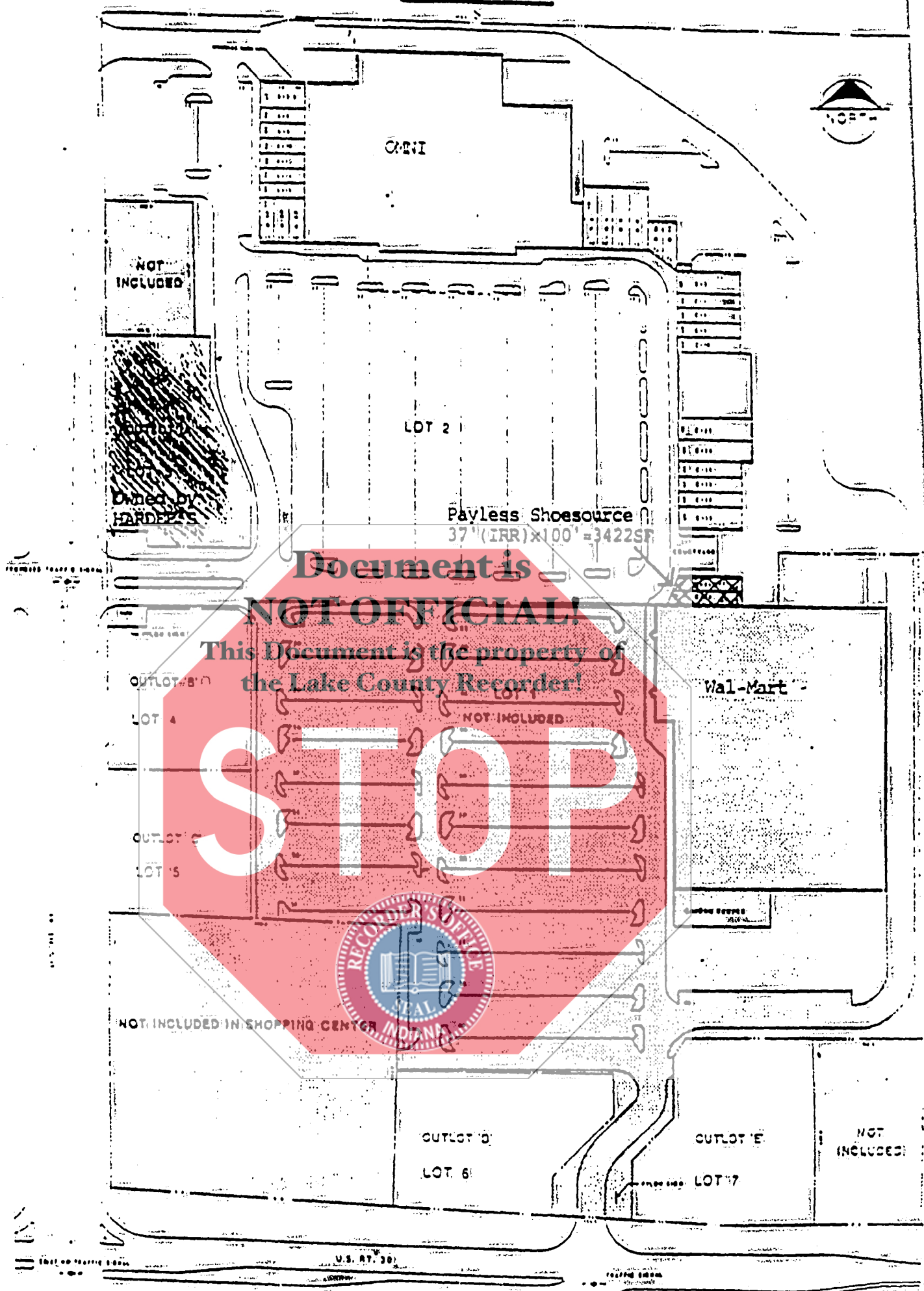
FOR FURTHER PARTICULARS SEE RECORD.

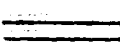
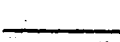


32. UCC-2 FINANCING STATEMENT NO. 91003168, FILED ON SEPTEMBER 16, 1991, WITH BANK ONE, TEXAS, NATIONAL ASSOCIATION, AS SECURED PARTY AND ROSEWOOD REAL ESTATE EQUITIES, INC., AS DEBTOR, AS ADDITIONAL SECURITY FOR THE MORTGAGE RECORDED SEPTEMBER 16, 1991, AS DOCUMENT NO. 91046654.
33. UCC-2 FINANCING STATEMENT NO. 91003169, FILED ON SEPTEMBER 16, 1991, WITH BANK ONE, TEXAS, NATIONAL ASSOCIATION, AS SECURED PARTY AND LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 4025 DATED DECEMBER 20, 1989, AS DEBTOR, AS ADDITIONAL SECURITY FOR THE MORTGAGE RECORDED SEPTEMBER 16, 1991, AS DOCUMENT NO. 91046654.



EXHIBIT B



-  Shaded area neither owned by nor managed by Landlord
-  Unshaded area owned and/or managed by Landlord

Reciprocal cross easement provided for parking, utilities, drainage, ingress & egress between shaded and unshaded areas. No barriers between shaded and unshaded areas.