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Allen Patterson  
Singleton, Crist, Patterson, etc  
9245 Columbus Ave., Suite 200  
Munster, IN 46321

93042904

MEMORANDUM OF SUBLEASE

Chicago Title Insurance Company

This Memorandum Of Sublease, dated this 23<sup>rd</sup> day of June, 1993, is between Lake County Trust Company, not individually but solely as Trustee under Trust Agreement dated May 8, 1972, and known as Trust No. 1799 (the "Lessor"), Joe Tittle & Sons, Inc., an Indiana corporation (the "Original Lessee"), Northwest Indiana Markets, Inc., an Indiana corporation (the "First Assignee") and Strack And Van Til Super Market, Inc., an Indiana corporation (the "Second Assignee").

Document is NOT OFFICIAL!

WHEREAS, this Document is the property of the Lake County Recorder;

WHEREAS, (a short form of which dated May 11, 1972 was recorded on May 31, 1972, as Document No. 150498) Lessor leased certain real estate from Citizens Bank of Michigan City, Indiana, predecessor by merger to First Citizens Bank, N.A. as Trustee under Trust Agreement dated May 5, 1972 and known as Trust No. 613 (the "Prime Lessor"), which real estate is part of a shopping center located at 61st and Broadway, Merrillville, Indiana, and is legally described as follows:

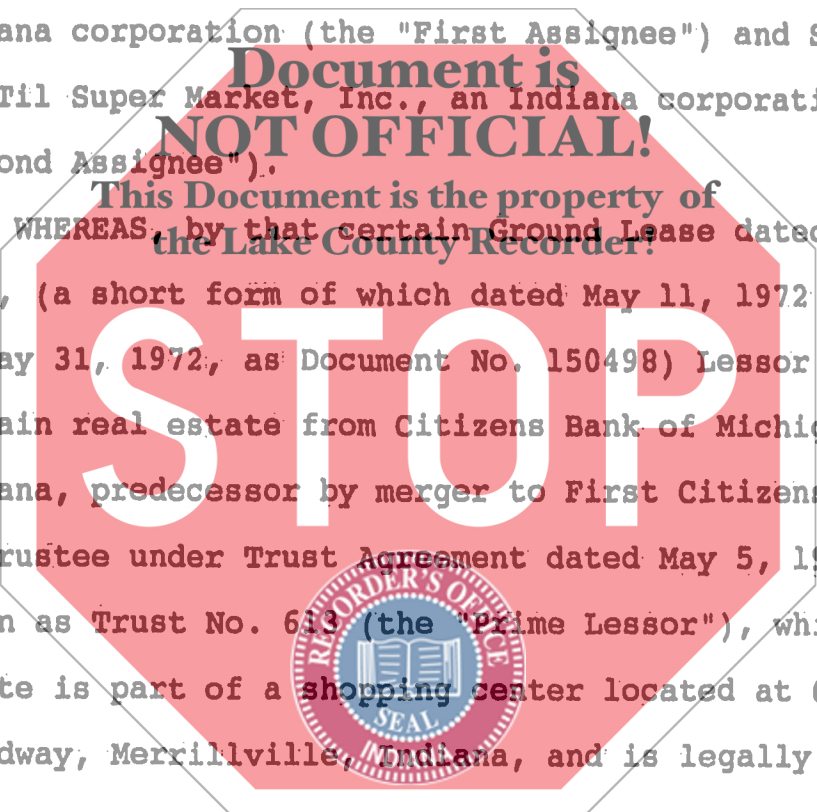
Key # 15-23-4

Part of the Northeast Quarter of the Northeast Quarter of Section 9, Township 35 North, Range 8, West of the Second Principal Meridian, described as: Commencing at the Northeast corner of said Section, thence South 595.78 feet along the East line of said Section; thence West 717.37 feet and parallel to the North line of said Section to the point of beginning; thence West 215.0 feet along the same line; thence South 185 feet and parallel to the East line of said Section; thence East 15 feet and parallel to the North line of said Section; thence North 185 feet and parallel to the East line of said Section to the point of beginning.

FILED

JUN 30 1993

Allen R. Antone  
AUDITOR LAKE COUNTY



SALES & RECORDS  
CRL/WH  
JUN 30 1993  
PH 493

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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Collateral Mgt. 93042904

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Cont Lease

(the Original Parcel"); and

WHEREAS, under that certain First Amendment To Lease dated June 23, 1986, the Lessor leased additional areas of real estate from the Prime Lessor, which are contiguous to the Original Parcel, and which are legally described as follows:

An additional area approximately 60' x 152' contiguous to and west of the Original Parcel (less a triangle with a base of 24' and a height of 60' at the northwest corner) and an additional area approximately 84.333' x 11' contiguous to and north of the Original Parcel, which additional areas of real estate are as depicted on page one of the plans and specifications of Stephan Truchan, Indiana Professional Engineer, dated April 19, 1986.

(the "Additional Areas"); and

WHEREAS, Lessor and Original Lessee are parties to that certain Lease dated May 12, 1972 (the "Sublease"), wherein Lessor sublet to Original Lessee the Original Parcel, which is referred to in the Sublease as the "Demised Premises"; and

WHEREAS, on January 14, 1983, Original Lessee assigned the Sublease to the First Assignee, which accepted it on the same date, respecting which Lessor granted its consent on January 19, 1983; and

WHEREAS, by that certain First Amendment To Lease dated June 24, 1986 (the "First Amendment"), between the Lessor, the Original Lessee, and the First Assignee, the Sublease was amended so as to add the Additional Areas to the Demised Premises under the Sublease, and

WHEREAS, by Assignment Of Sublease dated June 10, 1993, First Assignee has assigned the Sublease, as amended by the First Amendment, to the Second Assignee; and

WHEREAS, by Second Amendment To Sublease dated June 10, 1993, (the "Second Amendment"), between the Lessor, the First Assignee and the Second Assignee, the Sublease, as amended by the First Amendment, was further amended (which Sublease, as amended by the First Amendment and the Second Amendment, is hereinafter referred to as the "Sublease");

NOW THEREFORE, the parties hereto have executed this Memorandum Of Lease and will cause the same to be recorded in the Office of the Recorder of Lake County, Indiana, for the purpose of giving public notice of the information set forth in the foregoing recitals and of the following information:

1. The term of the Sublease commenced on June 1, 1972, and has been extended so as to expire at midnight on January 31, 2000.

2. The Lessor has granted to the Second Assignee options to extend the term of the Sublease for successive periods aggregating twenty-two (22) years, as more particularly described in the Sublease.

3. The rentals to be paid by the Second Assignee and all of the rights and obligations of the Lessor and the Second Assignee are set forth in the Sublease. This instrument is merely a Memorandum Of Sublease and is subject

to all the terms, provisions and conditions of the Sublease. In the event of any inconsistency between the terms, provisions and conditions of the Sublease and this instrument, the terms, provisions and conditions of the Sublease shall prevail as between the parties hereto. This instrument is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. It is expressly understood and agreed that this instrument is executed by Lake County Trust Company, not personally 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 instrument 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. This Document is the property of 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, the parties hereto have executed this instrument the day and year first above written.

LESSOR:

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated May 8, 1972, and known as Trust No. 1799

Attest  
By: Sandra L. Stiglitz  
Sandra L. Stiglitz-Asst. Secretary

By: Elaine M. Worstell  
Elaine M. Worstell-Trust Officer



Document is ORIGINAL LESSEE  
This Document is the property of JOE TITTLE & SONS, INC.  
the Lake County Recorder

By: Ray S. Tittle, Jr.  
Ray S. Tittle, Jr., President

FIRST ASSIGNEE:  
NORTHWEST INDIANA MARKETS, INC.

By: Manley Minard  
Manley Minard, President

SECOND ASSIGNEE:  
STRACK AND VAN TIL SUPER MARKET, INC.

By: Ernest Jack Strack  
Ernest Jack Strack, President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

I, Laura L. Anderson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Elaine M. Worstell & Sandra L. Stiglitz of the Lake County Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer & Asst. Secretary, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as a free and voluntary act of the Lake County Trust Company, as Trustee, for the uses and purposes therein set forth.

Given under my hand and seal this 24th day of June, 1993.

Document is  
**NOT OFFICIAL**  
Laura L. Anderson  
Notary Public

This Document is the property of  
the Lake County Recorder  
Printed Name: Laura L. Anderson

My Commission Expires:  
November 11, 1995

County of Residence:  
Lake



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )



Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ray S. Tittle, Jr., the President of Joe Tittle & Sons, Inc., and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act, and as a free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 23<sup>rd</sup> day of JUNE, 1993.

John O. Stiles  
Notary Public

Printed Name: JOHN O. STILES

My Commission Expires:  
AUGUST 2, 1993

County of Residence:  
LAKE

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Manley Minard, the President of Northwest Indiana Markets, Inc., and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act, and as a free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 25<sup>th</sup> day of JUNE, 1993.

*John O. Stiles*  
\_\_\_\_\_  
Notary Public

Document is

NOT OFFICIAL! Printed Name: John O. Stiles

My Commission Expires:

AUGUST 1995

This Document is the property of the Lake County Recorder!

County of Residence:

LAKE



STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ernest Jack Strack, the President of Strack And Van T'l Super Market, Inc. and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act, and as a free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 25<sup>th</sup> day of June, 1993.

*Clennu R. Patterson*  
\_\_\_\_\_  
Notary Public

Printed Name: CLENU R. PATTERSON

My Commission Expires:

11/24/95

County of Residence:

Lake

This instrument prepared by John O. Stiles, Attorney at Law 300 E. 90th Avenue, Merrillville, IN 46410