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Collateral # 93042906

**FILED**

JUN 30 1993

*Anna N. Anton*  
AUDITOR LAKE COUNTY

RETURN TO: GLENN R. PATTERSON, ESQ.  
SINGLETON, CRIST, PATTERSON,  
AUSTGEN & LYMAN  
SUITE 200, 9245 CALUMET AVENUE  
MUNSTER, INDIANA 46321

93042905

Chicago Title Insurance Company

**ASSIGNMENT OF SUBLEASE  
(MERRILLVILLE)**

For valuable consideration, the undersigned NORTHWEST INDIANA MARKETS, INC., an Indiana corporation (the "Assignor"), does hereby grant, convey, transfer and assign over into STRACK AND VANAIL SUPER MARKET, INC., an Indiana corporation (the "Assignee"), all of its right, title and interest in and to (1) that certain Lease dated May 12, 1972, between the Lake County Trust Company as Trustee under Trust Agreement dated May 8, 1972, and known as Trust No. 1799, as Lessor, and Joe Tittle & Sons, Inc., as Lessee (the "Sublease"); (2) that certain First Amendment To Lease dated as of June 24, 1986, among Lake County Trust Company as Trustee under Trust Agreement dated May 8, 1972, and known as Trust No. 1799, as Lessor, Joe Tittle & Sons, Inc., as Lessee, and Assignor herein (the "First Amendment To Sublease"); and (3) that certain Second Amendment To Sublease of even date herewith among Lake County Trust Company as Trustee under Trust Agreement dated May 8, 1972, and known as Trust No. 1799, as Lessor, the Assignor herein and the Assignee herein (the "Second Amendment To Sublease"), with respect to the premises 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 215 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 (the "Original Parcel"), and 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 are as depicted on page one of the plans and specifications of Stephan Truchan, Jr., Indiana Professional Engineer, dated April 19, 1986.

Notwithstanding the foregoing, this assignment is contingent upon the closing of the sale of Assignor's assets to Assignee pursuant to the terms and provisions of that certain Asset Purchase Agreement dated April 1, 1993, between Assignor and Assignee, and its effective date shall be the date of such closing.

MEMO #

93042904

1879 A 1400 CT

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument  
this 10th day of June, 1993.

ASSIGNOR:

NORTHWEST INDIANA MARKETS, INC.

By: Manley Minard  
Manley Minard, President

Document is  
ACCEPTANCE OF ASSIGNMENT  
**NOT OFFICIAL!**

For valuable consideration, Assignee does hereby assume and agree to abide by and comply with all of the terms, provisions, covenants, promises and conditions contained in the Sublease, the First Amendment To Sublease and the Second Amendment To Sublease, referred to above.

IN WITNESS WHEREOF, Assignee has executed and delivered this instrument  
this 10th day of June, 1993.

ASSIGNEE:

STRACK AND VAN TIL SUPER MARKET,  
INC.



By: Lawrence J. Raab  
Lawrence J. Raab, Vice President

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument  
this 10th day of June, 1993.

ASSIGNOR:

NORTHWEST INDIANA MARKETS, INC.

By: Manley Minard  
Manley Minard, President

Document is  
ACCEPTANCE OF ASSIGNMENT  
NOT OFFICIAL!

For valuable consideration, Assignee does hereby assume and agree to abide by and  
comply with all of the terms, provisions, covenants, promises and conditions contained in  
the Sublease, the First Amendment To Sublease and the Second Amendment To Sublease,  
referred to above.

IN WITNESS WHEREOF, Assignee has executed and delivered this instrument  
this 10th day of June, 1993.

ASSIGNEE:

STRACK AND VAN TIL SUPER-MARKET,  
INC.



By: Lawrence J. Raab  
Lawrence J. Raab, Vice President

STATE OF INDIANA }  
COUNTY OF LAKE } SS:

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 said 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 10<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 2, 1993  
County of Residence: LAKE

This Document is the property of  
the Lake County Recorder!

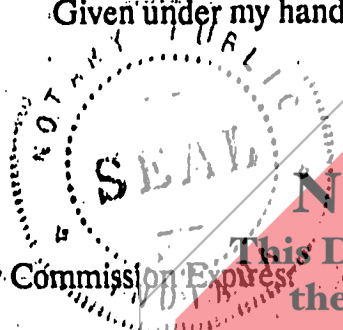
**STOP**



STATE OF INDIANA }  
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared LAWRENCE J. RAAB, the Vice President of STRACK AND VAN TIL SUPER MARKET, INC., and acknowledged that he signed and delivered the said 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 10th day of June, 1993.



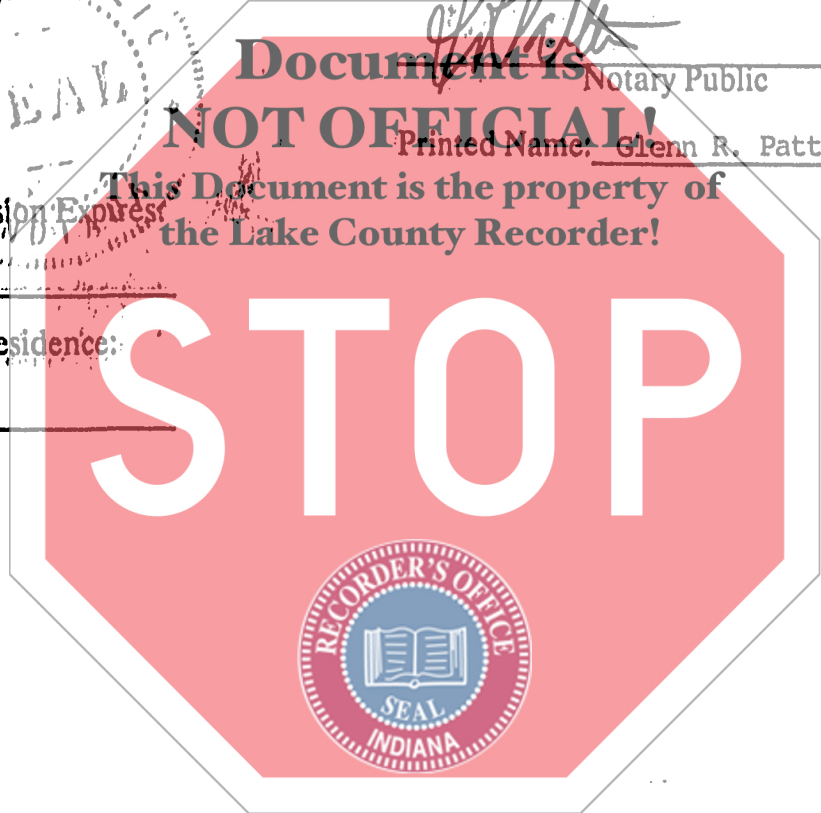
*Glenn R. Patterson*  
Notary Public

Document is \_\_\_\_\_  
**NOT OFFICIAL!**  
Printed Name: Glenn R. Patterson

My Commission Expires 11/25/96

This Document is the property of  
the Lake County Recorder!

County of Residence:  
Lake



This Instrument prepared by Glenn R. Patterson, Esq., Singleton, Crist, Patterson, Austgen & Lyman, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321