

**ENVIRONMENTAL DISCLOSURE DOCUMENT
FOR TRANSFER OF REAL PROPERTY**

94025872

The following information is provided under I.C. 13-7-22.5, the Responsible Property Transfer Law.

For Use By County Recorder's Office County

Date
Doc. No.
Vol.
Page
Rec'd by:

STATE OF INDIANA
FILED
APR 7 9 12 AM
S.A. RECORDER

I. PROPERTY IDENTIFICATION:

A. Address of Property: 250 North Fremont St. Street
Lowell City or Town Cedar Creek Township

Tax Parcel Identification No. (Key Number): 4-45-12 & 13

B. Legal Description:

Section _____ Township _____ Range _____
Enter or attach complete legal description in this area: Lot 33 in Union Addition to the Town of Lowell, as per plat thereof, recorded in Miscellaneous Record "A" page 504, in the Office of the Recorder of Lake County, Ind.

FILED

MAR 30 1994

LIABILITY DISCLOSURE

Ann N. Antone
Transferors and transferees of real property are advised that their ownership or other control of such property may render them liable for environmental cleanup costs whether or not they caused or contributed to the presence of environmental problems in association with the property.

FEB 28 1994

C. Property Characteristics:

Lot Size _____ Acreage Ann N. Antone
Check all types of improvement and uses that pertain to the property:

- Apartment building (6 units or less)
- Commercial apartment (over 6 units)
- Store, office, commercial building
- Industrial building
- Farm, with buildings
- Other (specify) Library building

1332 1800

II. NATURE OF TRANSFER:

- A. (1) Is this a transfer by deed or other instrument of conveyance of fee title to property? Yes No
- (2) Is this a transfer by assignment of over 25% of beneficial interest of a land trust? X
- (3) A lease exceeding a term of 40 years? X
- (4) A collateral assignment of beneficial interest? X
- (5) An installment contract for the sale of property? X
- (6) A mortgage or trust deed? X
- (7) A lease of any duration that includes an option to purchase? X

B. (1) Identify Transferor:
Lowell Public Library

Name and Current Address of Transferor
Lowell Public Library, 1505 E. Commercial Ave., Lowell, IN 46356

Trust No.
 Name and Address of Trustee if this is a transfer of beneficial interest of a land trust.

(2) Identify person who has completed this form on behalf of the Transferor and who has knowledge of the information contained in this form:
Donald R. O'Dell, Attorney for Library Board
707 E. Commercial Ave., Lowell, IN 46356 (219)696-6641
 Name, Position (if any), Telephone No. and address

C. Identify Transferee:
The Town of Lowell

Name and Current Address of Transferee
The Town of Lowell
512 E. Commercial Ave., Lowell, Indiana 46356

III. ENVIRONMENTAL INFORMATION:

A. Regulatory Information During Current Ownership

(1) Has the transferor ever conducted operations on the property which involved the generation, manufacture, processing, transportation, treatment, storage, or handling of a "hazardous substance," as defined by I.C.-13-7-8.7-1?—This question does not apply to consumer goods stored or handled by a retailer in the same form and approximate amount, concentration, and manner as they are sold to consumers, unless the retailer has engaged in any commercial mixing (other than paint mixing or tinting of consumer sized containers), finishing, refinishing, servicing, or cleaning operations on the property.

Yes _____
No X

(2) Has the transferor ever conducted operations on the property which involved the processing, storage, or handling of petroleum, other than that which was associated directly with the transferor's vehicle usage?

Yes _____
No X

(3) Has the transferor ever conducted operations on the property which involved the generation, transportation, storage, treatment, or disposal of "hazardous waste," as defined in I.C. 13-7-1?

Yes _____
No X

(4) Are there any of the following specific units (operating or closed) at the property that are used or were used by the transferor to manage hazardous wastes, hazardous substances, or petroleum?

	Yes	No
Landfill	_____	<u> X </u>
Surface Impoundment	_____	<u> X </u>
Land Application	_____	<u> X </u>
Waste Pile	_____	<u> X </u>
Incinerator	_____	<u> X </u>
Storage Tank (Above Ground)	_____	<u> X </u>
Storage Tank (Underground)	_____	<u> X </u>
Container Storage Area	_____	<u> X </u>
Injection Wells	_____	<u> X </u>
Wastewater Treatment Units	_____	<u> X </u>
Septic Tanks	_____	<u> X </u>
Transfer Stations	_____	<u> X </u>
Waste Recycling Operations	_____	<u> X </u>

Waste Treatment Detoxification _____ X
 Other Land Disposal Area _____ X

If there are "YES" answers to any of the above items and the transfer of property that requires the filing of this document is other than a mortgage or trust deed or a collateral assignment of beneficial interest in a land trust, you must attach to the copies of this document that you file with the county recorder and the department of environmental management a site plan that identifies the location of each unit.

(5) Has the transferor ever held any of the following in regard to this real property?

- a. Permits for discharges of wastewater to waters of Indiana. Yes _____ No X
- b. Permits for emissions to the atmosphere. Yes _____ No X
- c. Permits for any waste storage, waste treatment, or waste disposal operation. Yes _____ No X

(6) Has the transferor ever discharged any wastewater (other than sewage) to a publicly owned treatment works?

Yes _____
 No X

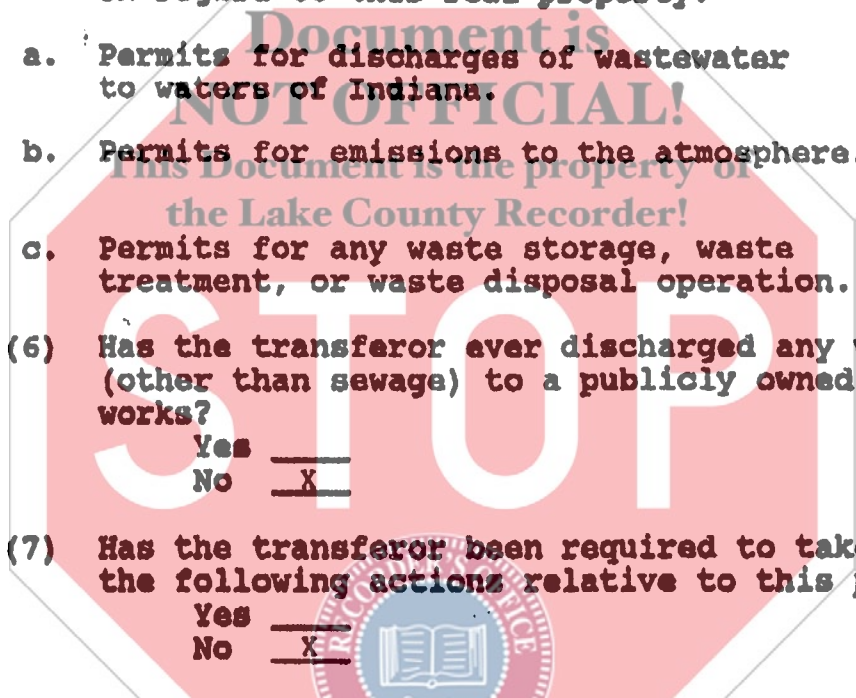
(7) Has the transferor been required to take any of the following actions relative to this property?

Yes _____
 No X

- a. Filed an emergency and hazardous chemical inventory form pursuant to the federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11022). Yes _____ No X
- b. Filed a toxic chemical release form pursuant to the federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11023). Yes _____ No X

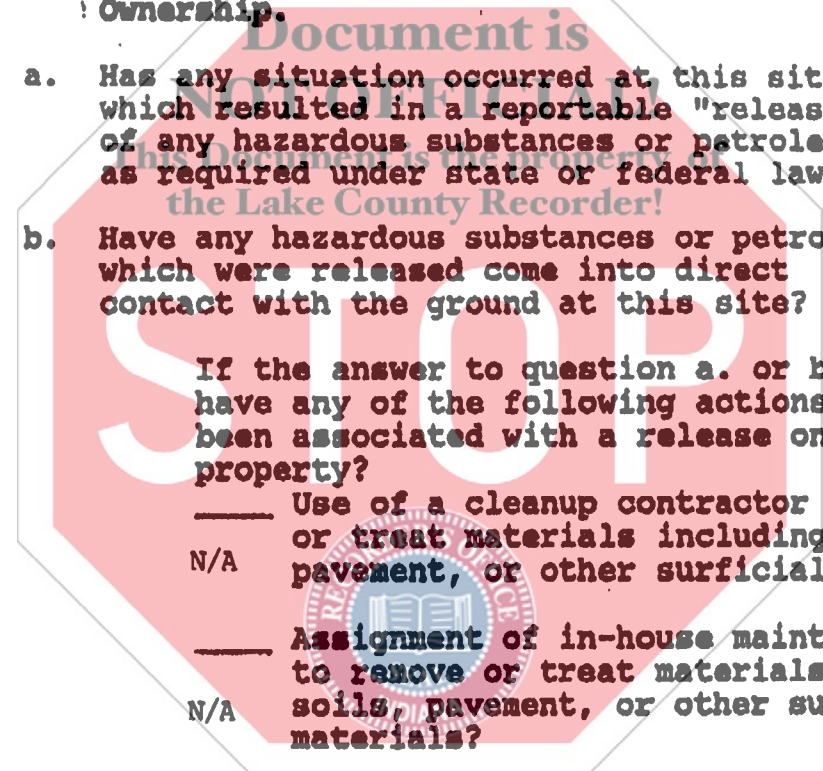
(8) Has the transferor or any facility on the property or the property been the subject of any of the following state or federal governmental actions?

Yes _____
 No X



- a. Written notification regarding known, suspected, or alleged contamination on or emanating from the property. Yes No
 - b. Filing an environmental enforcement case with a court or the solid waste management board for which a final order or consent decree was entered. Yes No
 - c. If the answer to question b. was Yes, then indicate whether or not the final order or decree is still in effect for this property. Yes No N/A
- (9) Environmental Releases During Transferor's Ownership.

- a. Has any situation occurred at this site which resulted in a reportable "release" of any hazardous substances or petroleum as required under state or federal laws? Yes No
- b. Have any hazardous substances or petroleum which were released come into direct contact with the ground at this site? Yes No N/A



If the answer to question a. or b. is Yes, have any of the following actions or events been associated with a release on the property?

- Use of a cleanup contractor to remove or treat materials including soils, pavement, or other surficial materials? N/A
- Assignment of in-house maintenance staff to remove or treat materials including soils, pavement, or other surficial materials? N/A
- Sampling and analysis of soils? N/A
- Temporary or more long term monitoring of groundwater at or near the site? N/A
- Impaired usage of an on-site or nearby water well because of offensive characteristics of the water? N/A
- Coping with fumes from subsurface storm drains or inside basements? N/A

N/A Signs of substances leaching out of the ground along the base of slopes or at other low points on or immediately adjacent to the site?

(10) Is there an environmental defect (as defined in I.C. 13-7-22.5-1.5 on the property that is not reported under question a. or b.? Yes
No X

If the answer is Yes, describe the environmental defect:

(11) Is the facility currently operating under a variance granted by the commissioner of the Indiana department of environmental management? Yes
No X

(12) Has the transferor ever conducted an activity on the site without obtaining a permit from the U.S. Environmental Protection Agency, the commissioner of the department of environmental management, or another administrative agency or authority with responsibility for the protection of the environment, when such a permit was required by law? Yes
No X

If the answer is Yes, describe the activity:

(13) Is there any explanation needed for clarification of any of the above answers or responses? NO

B. Site Information Under Other Ownership or Operation

(1) Provide the following information about the previous owner or about any entity or person to whom the transferor leased the property or with

whom the transferor contracted for the management of the property:

Name: Town of Lowell for East 65 feet; Tri-Creek School Corp. for West 105 feet

Type of Business Municipal corporations
 or property _____
 Usage _____

(2) If the transferor has knowledge, indicate whether the following existed under prior ownerships, leaseholds granted by the transferor, other contracts for management or use of the property:

	Yes	No
Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Surface Impoundment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Land Application	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Waste Pile	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Incinerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Storage Tank (Above Ground)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Storage Tank (Underground)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Container Storage Area	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Injection Wells	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wastewater Treatment Units	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Transfer Stations	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Waste Recycling Operations	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Waste Treatment Detoxification	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Land Disposal Area	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IV. CERTIFICATION:

A. Based on my inquiry of those persons directly responsible for gathering the information, I certify that the information submitted is, to the best of my knowledge and belief, true and accurate.

LOWELL PUBLIC LIBRARY

By: N. Jeanne Guide, President
 TRANSFEROR (or on behalf of Transferor)

B. This form was delivered to me with all elements completed on January 26, 1994.

Robert W. Ditch TOWN OF LOWELL
 TRANSFeree (or on behalf of Transferee)

STATE OF INDIANA)

COUNTY OF LAKE)

SS:

Before me, a Notary Public, in and for said County and State, this 26th day of January, 1994, personally appeared N. JEANNE GUSKE, and acknowledged the execution of the foregoing instrument to be his/her/their free and voluntary act.

My Commission Expires: 12-28-96

Donald R. O'Dell
Notary Public
County of Residence: Lake

(SEAL)

STATE OF INDIANA)

COUNTY OF LAKE)

Document is

SS:

NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

Before me, a Notary Public, in and for said County and State, this 26th day of JANUARY, 1994, personally appeared Robert Hatch, and acknowledged the execution of the foregoing instrument to be his/her/their free and voluntary act.

My Commission Expires: 7-14-94

Marian Cash
Notary Public 46356
County of Residence: Lake

(SEAL)

This Instrument Prepared By:

J. Brian Hittinger
HOEPPNER, WAGNER & EVANS
1000 East 80th Place
Suite 606 South Tower
Merrillville, Indiana 46410

REAL ESTATE MORTGAGE

3
This indenture witnesseth that the Town of Lowell, a political subdivision of the State of Indiana, as Mortgagor, mortgages and warrants to the Lowell Public Library, as Mortgagee, the following described real estate in Lake County, State of Indiana, to-wit:

The West 105' of Lot 33 & the East 60' of Lot 33 in Union
Addition to the Town of Lowell, Lake County, Indiana.

together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof, to secure the performance of all conditions and stipulations of this agreement.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated the 26th day of January, 1994, in the principal amount of One Hundred Ninety-Three Thousand Five Hundred Dollars (\$193,500.00) with interest as therein provided and with a final maturity date of the 31st day of December, 1998.

Said principal and interest are payable in bi-annual installments on the last day of June and December over the next five (5) calendar years, accrued interest on any unpaid principal balance at the rate of 6.696% per annum, pursuant to the following payment schedule.

<u>PAYMENT DATE</u>	<u>PRINCIPAL BALANCE</u>	<u>PRINCIPAL PAYMENT</u>	<u>ACCRUED INTEREST</u>	<u>TOTAL PAYMENT</u>
30-Jun-94	\$193,500.00	\$10,000.00	\$5,573.18	\$15,573.18
31-Dec-94	\$183,500.00	\$10,000.00	\$6,194.08	\$16,194.08
30-Jun-95	\$173,500.00	\$21,688.00	\$5,761.04	\$27,449.04
31-Dec-95	\$151,812.00	\$21,688.00	\$5,124.44	\$26,812.44
30-Jun-96	\$130,124.00	\$21,688.00	\$4,320.74	\$26,008.74
31-Dec-96	\$108,436.00	\$21,688.00	\$3660.28	\$25,348.28
30-Jun-97	\$86,748.00	\$21,688.00	\$2,880.45	\$24,568.45
31-Dec-97	\$65,060.00	\$21,688.00	\$2,196.11	\$23,884.11
30-Jun-98	\$43,372.00	\$21,688.00	\$1,440.16	\$23,128.16
31-Dec-98	\$21,684.00	\$21,684.00	\$731.95	\$22,415.95

The Mortgagor covenants and agrees with the Mortgagee that:

1. **Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note and within this mortgage without relief from valuation and appraisement laws and with attorneys' fees.

2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.

3. **Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

4. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.

5. **Advancements to Protect Security.** The Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of nine per centum (9%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure, the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

8. **Extension; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien

2

REAL ESTATE MORTGAGE NOTE

FOR VALUE RECEIVED, the Town of Lowell, a political subdivision of the State of Indiana, hereby promises to pay to the order of the Lowell Public Library, the principal sum of One Hundred Ninety-Three Thousand Five Hundred Dollars (\$193,500.00), in bi-annual installments on the last day of June and December, over the next five (5) calendar years, any accrued interest on the unpaid principal balance at the rate of 6.696% per annum, in accordance with the following payment schedule:

<u>PAYMENT DATE</u>	<u>PRINCIPAL BALANCE</u>	<u>PRINCIPAL PAYMENT</u>	<u>ACCRUED INTEREST</u>	<u>TOTAL PAYMENT</u>
30-Jun-94	\$193,500.00	\$10,000.00	\$5,573.18	\$15,573.18
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30-Jun-96	\$130,124.00	\$21,688.00	\$4,320.74	\$26,008.74
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30-Jun-97	\$86,748.00	\$21,688.00	\$2,880.45	\$24,568.45
31-Dec-97	\$65,060.00	\$21,688.00	\$2,196.11	\$23,884.11
30-Jun-98	\$43,372.00	\$21,688.00	\$1,440.16	\$23,128.16
31-Dec-98	\$21,684.00	\$21,684.00	\$731.95	\$22,415.95

Said principal and interest shall be payable to the Lowell Public Library, first payment to occur the 30th day of June, 1994, until the principal and interest are fully paid on the 31st day of December, 1998. The obligor promises to pay all principal and interest without any relief whatever from valuation and appraisal laws of the State of Indiana and with attorney's fees.

The privilege is reserved to prepay principal in whole or in part without penalty on any date when interest is due and payable.

The Note is secured by a mortgage of even date hereof executed by the Town of Lowell to the Lowell Public Library which mortgage is a first lien on real estate in Lake County, Indiana.

In case default shall be made in the payment of any installment of said Note or of interest thereon when due or if there shall be a failure on the part of obligor to comply with any covenant, condition or provision of this Note, then the said Note and the whole unpaid principal and accrued interest shall become due and payable at once without notice to obligor (such notice being hereby expressly waived), and in any such case the then unpaid portion of said principal and interest shall, from the date of the exercising of such option, bear interest at the maximum contract rate permitted by law at the date of the execution hereof. All payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified shall become due and collectible at once by foreclosure or otherwise.

gaw

The undersigned and subsequent holders of this Note waive presentment for payment notice of dishonor, protest, notice of protest, and diligence in collection, and consent that the time of payments of principal or interest or any part thereof may be extended by the holder of this Note without modifying, altering, releasing, affecting, or limiting his respective liability or the lien of said mortgage. The undersigned on this Note agree to pay reasonable attorney's fees and expenses of collection incurred at any time when this Note is in default.

Dated this 26th day of January, 1994.

TOWN OF LOWELL:

TOWN COUNCIL

Robert D. Hatch
Robert Hatch, President

Document

NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

ATTEST:

Marcia Carlson
Marcia Carlson
Clerk-Treasurer

STOP



Hippner, Wagner
1000 E. 80th Pl
St 600 S
MEM-46410
7

Release Deed

THIS INDENTURE WITNESSETH, that TRI-CREEK SCHOOL CORPORATION, A SCHOOL CORPORATION existing under the laws of the State of Indiana ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, RELEASES AND QUIT-CLAIMS to LOWELL PUBLIC LIBRARY, A MUNICIPAL CORPORATION existing under the laws of the State of Indiana ("Grantee"), all right of reversion and conditions reserved and set out in that certain Quit Claim Deed between the Grantor herein and the Grantee herein, dated January 25, 1968 and recorded May 28, 1968 in book 1379, page 508, in the Office of the Recorder of Lake County, Indiana, conveying the following described Real Estate, in Lake County, Indiana, to-wit:


The West One Hundred Five feet (105') of Lot Thirty-Three (33) in Union Addition to the Town of Lowell, Lake County, Indiana

The undersigned persons executing this Release Deed represent and certify on behalf of the Grantor, that each of the undersigned is a duly elected officer of the Grantor and have been fully empowered by proper resolution to execute and deliver this Release Deed; that the Grantor is a corporation in good standing in the State of Indiana; that the Grantor has full corporate capacity to release and convey the right of reversion to the real estate herein described; that all necessary corporate action for the making of this conveyance has been duly taken; and that no Indiana Gross Income Tax is due by reason of this transfer.

Dated this 13th day of January, 1994.

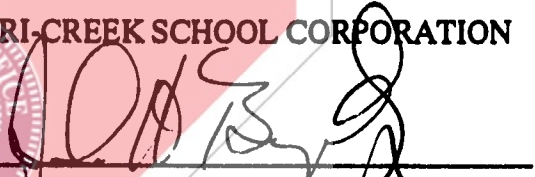
ATTEST

TRI-CREEK SCHOOL CORPORATION



Chuck Huseman, Secretary





John H. Bryant, Jr., President

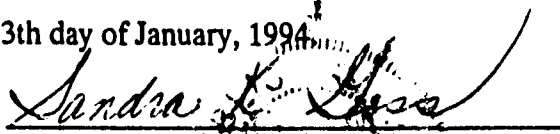
STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John H. Bryant, Jr. and Charles W. Huseman, President and Secretary, respectively, of TRI-CREEK SCHOOL CORPORATION, who acknowledged the execution of the foregoing instrument for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Official Seal, this 13th day of January, 1994.

My Commission Expires:

December 20, 1996



Notary Public Sandra K. Goss
Residing in Lake County, Indiana

THIS INSTRUMENT PREPARED BY: Donald R. O'Dell, Attorney at Law
P.O. Box 128, Lowell, Indiana 46356

31332 700