

95037845

FILED FOR RECORD

95 JUL -6 4 23 21 CD

MARGARETTE CLEVELAND
RECORDER

Chicago Title Insurance Company

RECORDATION REQUESTED BY:

Suburban Federal Savings
A Federal Savings Bank
154th Street and Broadway
P. O. Box 1076
Harvey, Illinois 60426-7076

WHEN RECORDED MAIL TO:

Suburban Federal Savings
A Federal Savings Bank
154th Street and Broadway
P. O. Box 1076
Harvey, Illinois 60426-7076

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NOT OFFICIAL!

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ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED June 30, 1995, between LAKE COUNTY TRUST COMPANY, an Indiana corporation, AS TRUSTEE U/T/A DTD APRIL 12, 1995 A/K/A TRUST NUMBER 4659, whose address is 2220 North Main Street, Crown Point, Indiana, 46307, and JOHN G. LAGESTEE, SR., ROBERT G. LAGESTEE, SR., and WILLIS LAGESTEE, sole beneficiaries of said Trust, (referred to below as "Grantor"); and SUBURBAN FEDERAL SAVINGS, A Federal Savings Bank, whose address is 154th Street at Broadway, Harvey, Illinois 60426-7076 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Lake County, State of Indiana:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

The Real Property Identification numbers are: 14-133-3, 4 and 5 (Tax Unit No. 12)

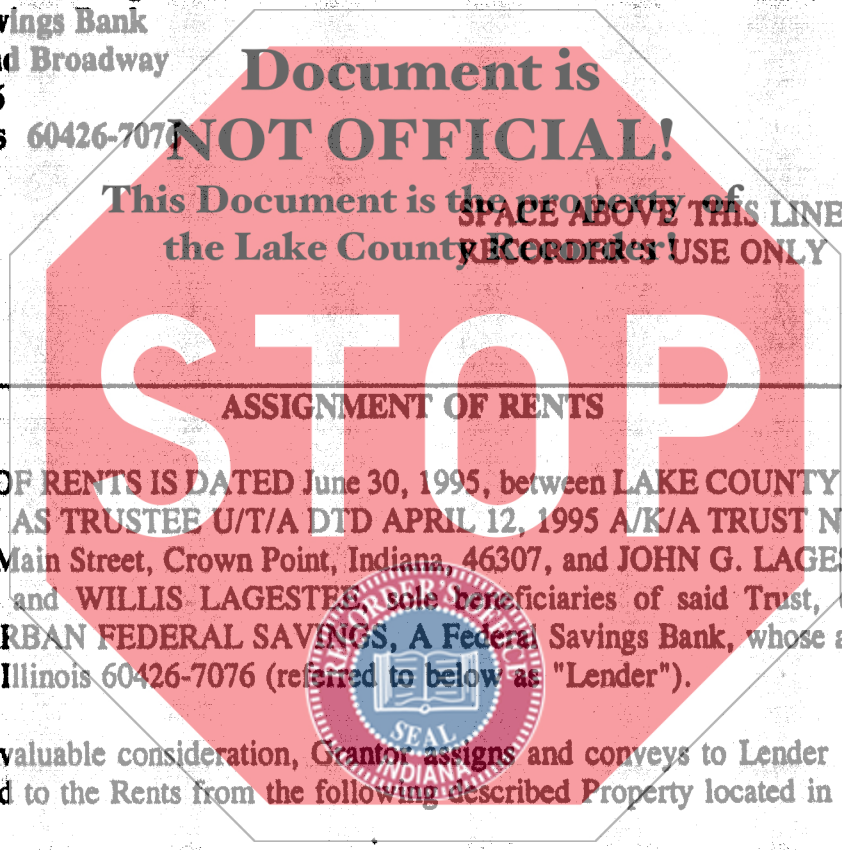
Property commonly known as: Sheffield Commons Shopping Center, 1200 Sheffield Ave., Dyer, Indiana

Initials:

JM2, [Signature], WRR 36.00

For mto see doc # 95037844

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DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Borrower. The word "Borrower" means LAKE COUNTY TRUST COMPANY, an Indiana corporation, AS TRUSTEE U/T/A DTD April 12, 1995 A/K/A TRUST NUMBER 4659.

Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower or any one or more of them, whether arising now or later, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means Suburban Federal Savings, a Federal Savings Bank, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated June 30, 1995 in the original principal amount of \$1,380,000.00 from Grantor, to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note will be fixed for the first five (5) years at 8.75% and for the remaining fifteen (15) years will be three and one-half percentage points (3.50%) over the weekly average yield on United States

Initials: JMS, RLW, WRF

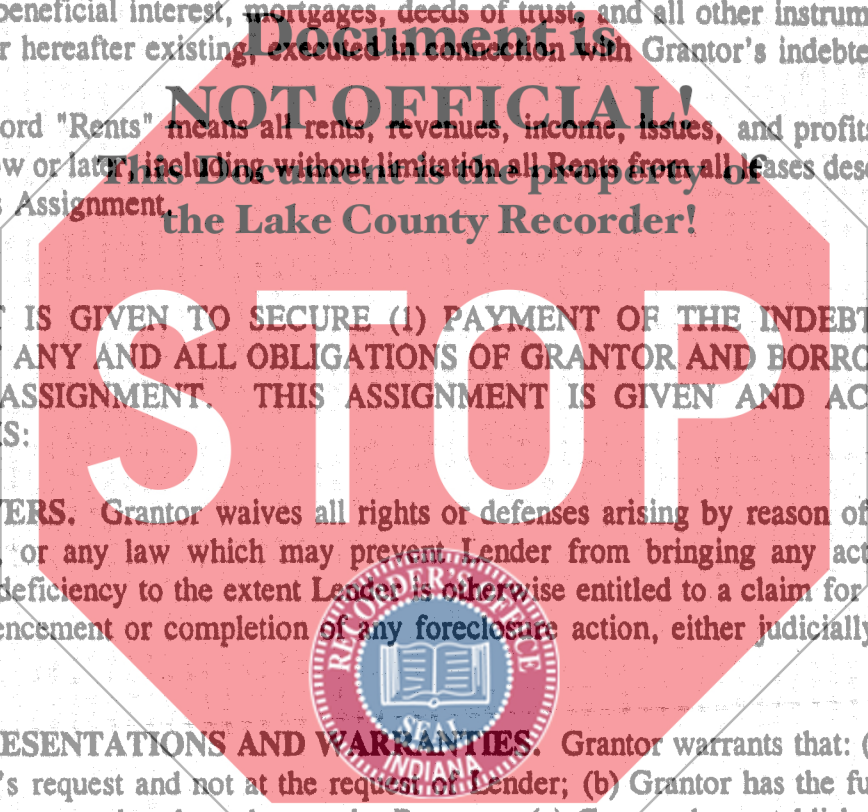
Treasury Securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The interest rate will never be increased or decreased more than two percentage points (2.0%) in any year. The minimum interest rate is 6.00% and the maximum rate is 12.5%.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

Real Property. The words "Real Property" mean the property, interest and rights described above in the "Assignment" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, collateral assignment of beneficial interest, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's indebtedness to Lender.

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.



THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE AND THIS ASSIGNMENT. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Assignment and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any

Initials: JMS, RL, WRP

delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE: Except as otherwise provided in this Assignment, Borrower shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Borrower's obligations. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Agreement, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, power and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such other agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

JH, Initials: *RL*, *WR*

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment and the Note, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

Default on Indebtedness. Failure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Other Defaults. Failure of Grantor to comply with any other term, obligation, covenant, or condition contained in any other agreement between Grantor and Lender.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceedings under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Agreement.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent.

Insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports, (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

JMZ, WRD

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

LAKE COUNTY TRUST COMPANY
AS TRUSTEE U/T/A DTD. APRIL 12, 1995
A/K/A TRUST NO. 4659

SEE SIGNATURE PAGE ATTACHED

By: _____

Its _____

Attest: _____
Secretary

GRANTOR/BENEFICIARY:

THE JOHN G. LAGESTEE SHEFFIELD
LIMITED PARTNERSHIP

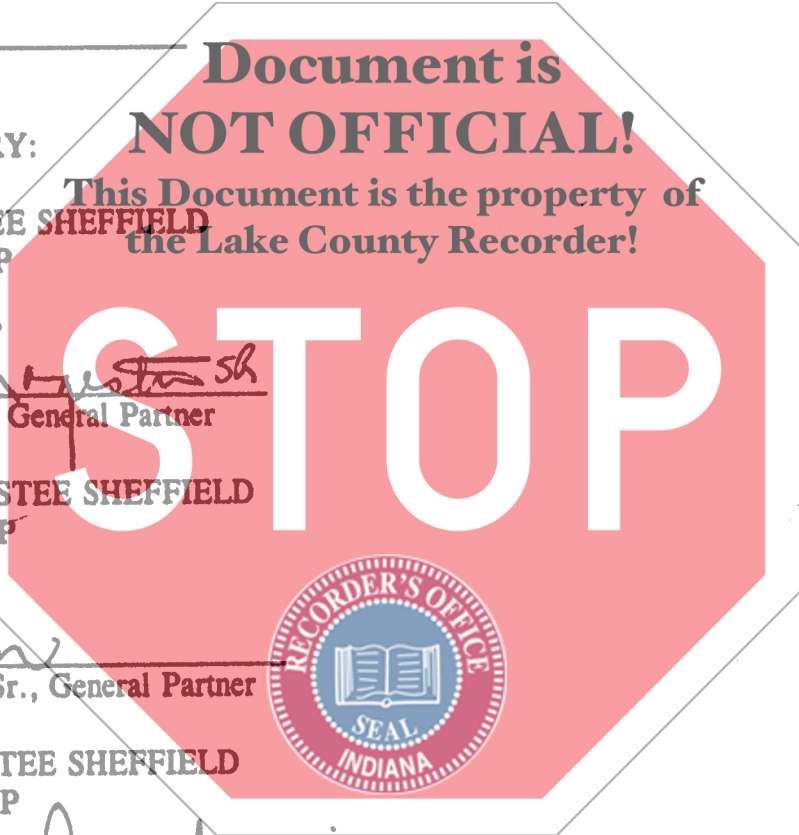
By: [Signature]
John G. Lagestee, Sr., General Partner

THE ROBERT G. LAGESTEE SHEFFIELD
LIMITED PARTNERSHIP

By: [Signature]
Robert G. Lagestee, Sr., General Partner

THE WILLIS R. LAGESTEE SHEFFIELD
LIMITED PARTNERSHIP

By: [Signature]
Willis R. Lagestee, General Partner



Subscribed and Sworn To
Before Me This 27th
Day of June, 1995

[Signature]
NOTARY PUBLIC



JGL, RLS, WRP

It is expressly understood and agreed that this Assignment of Leases and Rents is executed by the LAKE COUNTY TRUST COMPANY herein designated as Trustee not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested 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 herein or in said mortgage contained shall be construed as creating any liability on the LAKE COUNTY TRUST COMPANY herein designated as Trustee, either individually or as Trustee aforesaid, personally to pay the said mortgage or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as the LAKE COUNTY TRUST COMPANY herein designated as Trustee, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said mortgage and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises described herein for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said mortgage provided or by action to enforce the personal liability of the guarantor if any.

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 property state or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" 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 30th day of June, 1995.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated April 12, 1995 and known as Trust No. 4659.

BY: Elaine M. Wozniak
Elaine M. Wozniak, Trust Officer

ATTEST:
BY: Sandra L. Stiglitz
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

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 30th day of June, 1995.

Angeline Bravos
Angeline Bravos-Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JAMES LANTING, the undersigned, A NOTARY PUBLIC, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN G. LAGESTEE, SR., General Partner of the JOHN G. LAGESTEE SHEFFIELD LIMITED PARTNERS, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

GIVEN under my hand and Notarial Seal this 29th day of June, 1995.

"OFFICIAL SEAL"
JAMES LANTING
Notary Public, State of Illinois
My Commission Expires Jan. 22, 1999

[Signature]
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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I, JAMES LANTING, the undersigned, A NOTARY PUBLIC, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT G. LAGESTEE, SR., General Partner of the ROBERT G. LAGESTEE SHEFFIELD LIMITED PARTNERS, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

GIVEN under my hand and Notarial Seal this 29th day of June, 1995.

"OFFICIAL SEAL"
JAMES LANTING
Notary Public, State of Illinois
My Commission Expires Jan. 22, 1999



[Signature]
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, JAMES LANTING, the undersigned, A NOTARY PUBLIC, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIS R. LAGESTEE, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

GIVEN under my hand and Notarial Seal this 29th day of June, 1995.

"OFFICIAL SEAL"
JAMES LANTING
Notary Public, State of Illinois
My Commission Expires Jan. 22, 1999

[Signature]
Notary Public

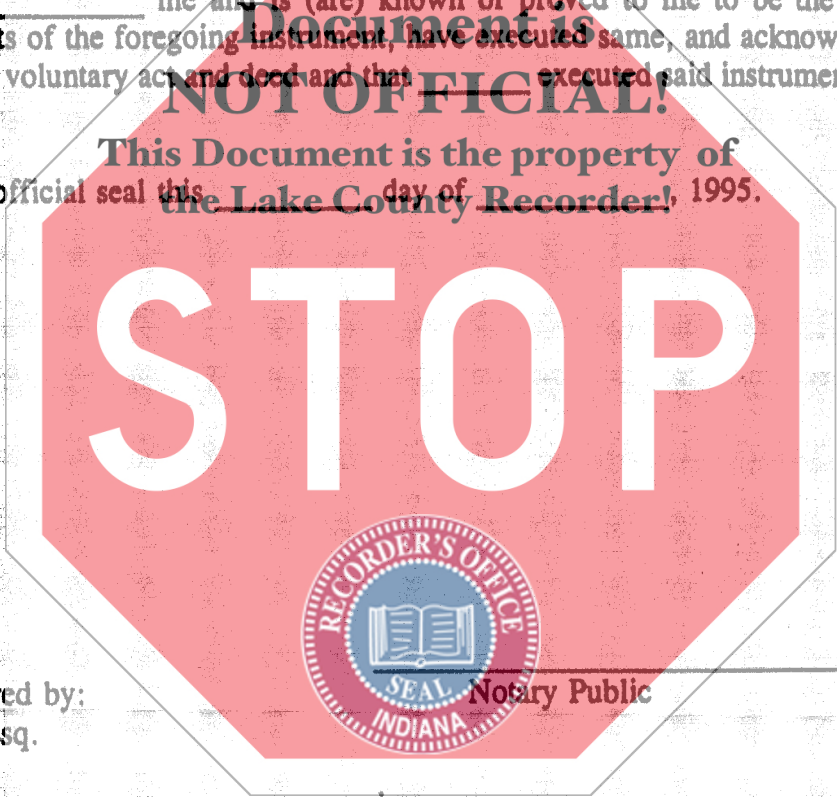
Initials: JLS, RL, WRR

TRUST ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that _____, of LAKE COUNTY TRUST COMPANY, not personally but as Trustee aforesaid, and _____ of said Trustee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be _____ free and voluntary act and deed and that _____ executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this _____ day of _____, 1995.



This instrument prepared by:
Arnold S. Newman, Esq.
900 Maple Road
Homewood, IL 60430

[Handwritten signatures and initials]
Initialed: *[Handwritten initials]*

PARCEL 1: PART OF LOT 3 IN HERITAGE ESTATES ADDITION, UNIT NO. 7 TO THE TOWN OF DYER, AS RECORDED IN PLAT BOOK 42, PAGE 13, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 0 DEGREES 04 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE

OF 499.86 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 40 SECONDS EAST, A DISTANCE OF 45.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 55 MINUTES 40 SECONDS EAST, A DISTANCE OF 200.0 FEET; THENCE SOUTH 0 DEGREES 04 MINUTES 20 SECONDS EAST, A DISTANCE OF 242.0 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 40 SECONDS WEST, A DISTANCE OF 200.0 FEET; THENCE NORTH 0 DEGREES 04 MINUTES 20 SECONDS WEST, A DISTANCE OF 242.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2: PART OF LOT 3, HERITAGE ESTATES ADDITION, UNIT NO. 7, TO THE TOWN OF DYER, AS SHOWN IN PLAT BOOK 42, PAGE 13, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 0 DEGREES 04 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 239.88 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 55 MINUTES 40 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 533 FEET; THENCE SOUTH 0 DEGREES 04 MINUTES 20 SECONDS EAST, ALONG THE EAST LINE OF LOT 3, A DISTANCE OF 505.53 FEET TO THE NORTHEAST CORNER OF LOT 2 IN THE AFORESAID ADDITION; THENCE SOUTH 89 DEGREES 29 MINUTES WEST, A DISTANCE OF 200 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES 04 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF LOT 2, A DISTANCE OF 191.96 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF MONTICELLO DRIVE SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTHWESTERLY, ALONG THE NORTH RIGHT OF WAY LINE OF MONTICELLO DRIVE, ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 165.42 FEET, A DISTANCE OF 76.27 FEET; THENCE NORTH 46 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 75.0 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 231.42 FEET, A DISTANCE OF 177.38 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES WEST A DISTANCE OF 52.2 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID LOT 3; THENCE NORTH 0 DEGREES 04 MINUTES 20 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 546.66 FEET TO THE POINT OF BEGINNING, EXCEPT THE FOLLOWING DESCRIBED PARCEL: PART OF LOT 3, HERITAGE ESTATES ADDITION, UNIT NO. 7, TO THE TOWN OF DYER, AS SHOWN IN PLAT BOOK 42, PAGE 13, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 0 DEGREES 04 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 499.86 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 40 SECONDS EAST A DISTANCE OF 45.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 55 MINUTES 40 SECONDS EAST A DISTANCE OF 200.0 FEET; THENCE SOUTH 0 DEGREES 04 MINUTES 20 SECONDS EAST, A DISTANCE OF 242.0 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 40 SECONDS WEST A DISTANCE OF 200.0 FEET; THENCE NORTH 0 DEGREES 04 MINUTES 20 SECONDS WEST, A DISTANCE OF 242.0 FEET TO THE POINT OF BEGINNING, ALL IN THE TOWN OF DYER, LAKE COUNTY, INDIANA.

PARCEL 3: PART OF LOT 3 IN HERITAGE ESTATES ADDITION, UNIT 7, TO THE

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TOWN OF DYER, AS RECORDED IN PLAT BOOK 42, PAGE 13, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 89 DEGREES 55 MINUTES 40 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 333.0 FEET TO THE NORTHWEST CORNER OF LOT 1 IN THE AFORESAID ADDITION; THENCE SOUTH 0 DEGREES 04 MINUTES 20 SECONDS EAST A DISTANCE OF 100 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 55 MINUTES 40 SECONDS EAST, A DISTANCE OF 200 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 0 DEGREES 04 MINUTES 20 SECONDS EAST, ALONG THE EAST LINE OF LOT 3, A DISTANCE OF 139.86 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 40 SECONDS WEST, A DISTANCE OF 533 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID LOT 3; THENCE NORTH 0 DEGREES 04 MINUTES 20 SECONDS WEST, ALONG THE WEST LINE OF LOT 3, A DISTANCE OF 239.68 FEET TO THE POINT OF BEGINNING, ALL IN THE TOWN OF DYER, LAKE COUNTY, INDIANA.

**This Document is the property of
the Lake County Recorder!**

The Real Property tax identification numbers are: 14-133-3,4 and 5 (Tax Unit No. 12)
Property commonly known as: Sheffield Commons Shopping Center, 1200 Sheffield Ave.,
Dyer, Indiana 46311

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