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Lucas, Holcomb + Medical  
300 EAST 9026 DR.  
Nemilville IN. 46410

**LEASE ASSIGNMENT AND AGREEMENT  
FOR ASSUMPTION OF NOTE AND MORTGAGE**

This LEASE ASSIGNMENT AND AGREEMENT FOR ASSUMPTION OF NOTE AND MORTGAGE is made as of October 1, 1995, by and between LAKE COUNTY TRUST COMPANY, as Trustee under a Trust Agreement dated October 12, 1970, and known as Trust No. 1637 ("Trust 1637"); RIDGE DEVELOPMENT, LLC, an Indiana limited liability company ("Ridge Development"); MARVIN WEISS and MILDRED WEISS ("Guarantors") for the purposes expressly provided herein.

WHEREAS, Trust 1637 currently holds a leasehold interest in and to certain real estate and improvements commonly known as 6010 West Ridge Road, Gary, Indiana ("Property") by virtue of a certain Lease by and between Citizens Bank of Michigan City, Indiana, as Trustee under a Trust Agreement dated May 5, 1970, and known as Trust No. 607, as Landlord, and Trust 1637, as Tenant, which Lease collectively consists of the following instruments:

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- (a) That certain Ground Lease dated as of the 1st day of November, 1970, and recorded on December 21, 1970 in the Office of the Recorder of Lake County, Indiana as Document No. 83469.
  - (b) That certain Addendum dated the 29th day of April, 1971;
  - (c) That certain Settlement Agreement dated the 14th day of January, 1977, arising out of certain litigation in the Lake Superior Court, Room No. One, under Cause No. 172-1032;
  - (d) That certain Lease Amendment "B" dated the 14th day of January, 1977;
  - (e) That certain Lease Amendment "C" dated the 29th day of March, 1977;
  - (f) That certain Lease Amendment Agreement dated the 17th day of July, 1986, and recorded in the office of the Lake County Recorder on July 17, 1986 as Document No. 897595;
  - (g) That certain Agreement dated the 16th day of January, 1987 pertaining to cart storage bins;
  - (h) That certain Consent to Relocation of Underground Water Line dated the 26th day of June, 1987;
  - (i) That certain Memorandum Regarding Lease dated the 6th day of March, 1987 and recorded in the office of the Lake County Recorder on July 17, 1987 as Document No. 928356;

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STATE OF INDIANA  
LAKE COUNTY  
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- (j) That certain Amendment to Legal Description dated the 23rd day of June, 1987 and recorded in the office of the Lake County Recorder on July 17, 1987 as Document No. 928357; and
- (k) That certain Lease Amendment Agreement dated May 31, 1995 and recorded in the office of the Lake County Recorder on November 22, 1995 as Document No. 95071382;

said Ground Lease together with all of the foregoing instruments as modified, supplemented, and amended from time to time is hereafter collectively referred to as the "Lease"; and

WHEREAS, Trust 1637 executed a certain Secured Adjustable Rate Note dated September 23, 1988, in the principal amount of \$750,000.00 ("Note") to the order of Gainer Bank, National Association, now known as NBD Bank, N.A. ("NBD Bank"), payment of which Note was personally guaranteed by the Guarantors; and

WHEREAS, as security for said Note, Trust 1637 granted to NBD Bank a mortgage interest in Trust 1637's leasehold interest in the Property pursuant to a Leasehold Mortgage, Assignment of Rents and Security Agreement dated September 23, 1988, and recorded in the Office of the Recorder of Lake County, Indiana on September 27, 1988, as Document Number 999447 ("Mortgage"); and

WHEREAS, Trust 1637 desires to transfer and assign to Ridge Development all of its rights, title and interests in and to the Lease and the Property, and Ridge Development desires to accept such a transfer and assignment; and

WHEREAS, the Guarantors desire to approve the transactions provided for herein and to acknowledge that their guaranty of the Note will remain in effect and will not be amended, modified, or limited in any way by any of the transactions described or referred to herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and promises contained herein, the parties agree as follows:

**Section 1. Assignment of Lease and Acceptance of Assignment.** Trust 1637 hereby assigns, transfers and conveys to Ridge Development all of its rights, title and interest in and to the aforementioned Lease and Property, and Ridge Development hereby accepts such assignment, transfer and conveyance.

**Section 2. Assumption of Indebtedness.** Ridge Development hereby assumes all obligations, responsibilities, agreements, liabilities, and debts of Trust 1637 arising under or relating to the Note and/or the Mortgage, to the same extent as if Ridge Development has executed said documents and were a party to said

documents in place of the Trust 1637; provided however, the exculpatory clauses which appear as the last substantive portions of said Note and Mortgage are and will be inapplicable to Ridge Development.

**Section 3. Continuance of Note and Mortgage.** Trust 1637 and Ridge Development acknowledge and agree that they will hereafter be jointly and severally responsible and liable for and with respect to all obligations, responsibilities, agreements, liabilities, and debts of Trust 1637 arising under or relating to the Note and/or the Mortgage. Trust 1637 and Ridge Development further acknowledge and agree that said Note and Mortgage will remain in full force and effect and are in no way terminated, released, restated, amended or modified by this Agreement or by the acknowledgement and approval hereof by NBD Bank. Not in limitation of the foregoing, Trust 1637 and Ridge Development further acknowledge and agree that Trust 1637 is and will remain fully responsible under and with respect to said Note and Mortgage as provided therein and that no obligations, responsibilities, agreements, liabilities, or debts of Trust 1637 arising under or relating to said Note and/or Mortgage are or will be terminated, released, restated, amended, or modified by this Agreement or by the acknowledgement and approval hereof by NBD Bank.

**Section 4. Reliance of Bank.** The parties acknowledge and agree that the approval of NBD Bank is needed for a valid transfer of the rights described in Section 1 hereof, and that NBD Bank is approving the transactions described herein in reliance on the provisions of this Agreement and that NBD Bank would not approve said transactions without the agreements of the parties provided herein.

**Section 5. Continuance of Guarantees.** The Guarantors hereby acknowledge and approve all transactions provided in this Agreement, expressly agree that the guarantees of the Guarantors with respect to the Note will not in any way be affected by this Agreement or by the transactions described herein, and acknowledge that the guarantees of the Guarantors with respect to the Note are and will remain in full force and effect.

**Section 6. Exculpatory Clause.** It is expressly understood and agreed that this document 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 the real estate described herein 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 the real estate described herein or any lease or sale of any mortgage of any disposition thereof. Nothing contained in this document will be construed as creating any personal liability or

personal responsibility of the Trustee and, in particular, without limiting the generality of the foregoing, there will 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 will look solely to the trust estate from time to time. It is further understood and agreed that the said Trustee merely holds naked title to the real estate described herein 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 real estate described herein, except as represented to it by the beneficiary or beneficiaries of said Trust. Nothing contained herein will be construed as creating any liability on Lake County Trust Company, personally under the provisions of the Comprehensive Environmental Responses, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law (the Law) 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" or "Transferee" under the Law and makes no representations 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 document.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Assignment and Agreement for Assumption of Note and Mortgage as of the date first written above.



LAKE COUNTY TRUST COMPANY, as Trustee under a Trust Agreement dated October 12, 1970, and known as Trust Number 1637

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

ATTEST:

Sandra L. Stiglitz  
Sandra L. Stiglitz-Asst. Secretary



RIDGE DEVELOPMENT, LLC

By: *Marvin Weiss*  
Marvin Weiss, Member

By: *Mildred Weiss*  
Mildred Weiss, Member

**GUARANTORS:**

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*Marvin Weiss*  
Marvin Weiss

*Mildred Weiss*  
Mildred Weiss

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**ACKNOWLEDGEMENT AND APPROVAL**

NBD Bank, N.A., formerly known as Gainer Bank, National Association, hereby acknowledges and approves the transactions described herein and waives any right to declare a default under the Mortgage and/or the Note by reason of the transfer by Trust 1637 of possession of the Property and the assignment, transfer and conveyance of its rights arising under the Lease to Ridge Development, provided and so long as no other default exists under or with respect to the Note and/or the Mortgage, including but not limited to any failure to make any payment required under the Note and/or the Mortgage as and when due.

NBD BANK, N.A.

By: *Paul W. Orner*  
Paul W. Orner  
Second Vice President







STATE OF INDIANA     )  
                                  )  
COUNTY OF LAKE     )     SS:

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared Paul W. Orner, as Second Vice President of NBD Bank, N.A., and acknowledged the execution of the foregoing Lease Assignment and Agreement for Assumption of Note and Mortgage.

Witness my hand and official seal this 27th day of November, 1995.

My Commission Expires:

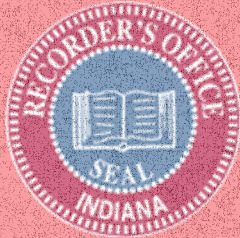
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*Patricia A. Mayhew*  
Patricia A. Mayhew, Notary Public  
Residing in Porter County.

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the Lake County Recorder!

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This Instrument Prepared By: Nick Katich, Attorney at Law  
300 East 90th Drive  
Merrillville, IN 46410