

3 0450-21

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

K. Peak
Timothy Kelly + Assoc
9250 Columbus Ave,
Ste 24
Munster IN 46321

IN THE LAKE SUPERIOR COURT
ROOM NUMBER ONE **Filed in Open Court**

AMERICAN MAIZE PRODUCTS
COMPANY,

NOV 03 1995

FILED

Plaintiff,

-vs-

NOV 30 1995

CAUSE NUMBER:
45D01-9308-CT-1182

Robert C. Antle
CLERK LAKE SUPERIOR COURT

THE SHEDD TRUST, et al,

SAM ORLIQH
AUDITOR LAKE COUNTY

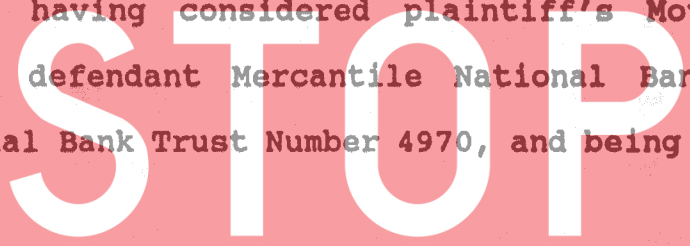
Defendant.

Document is NOT OFFICIAL!

**DEFAULT JUDGMENT AGAINST MERCANTILE NATIONAL BANK
AS TRUSTEE OF MERCANTILE NATIONAL BANK TRUST NUMBER 4970
the Lake County Recorder!**

95072874

This Court, having considered plaintiff's Motion for Default Judgment against defendant Mercantile National Bank as Trustee of Mercantile National Bank Trust Number 4970, and being duly advised, now FINDS:



1. This defendant has been duly served with process and has failed to appear.
2. This defendant has failed to timely answer or otherwise respond to plaintiff's amended complaint.
3. This Court has jurisdiction over the subject matter of the dispute and over the property interest, if any, of this defendant described in plaintiff's amended complaint.
4. Plaintiff is entitled to default judgment against this defendant.
5. Pursuant to such judgment, plaintiff is entitled to have this Court grant plaintiff the relief it seeks against this defendant in its amended complaint.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
NOV 30 AM 9:42
RECORDED

cut 8429
SK.
001690 20.00

It is, therefore, ORDERED ADJUDGED AND DECREED by this Court that plaintiff is hereby awarded a judgment against this defendant as described in plaintiff's amended complaint:

1. Plaintiff has an easement, running from Indianapolis Blvd. in the north to the center line of 117th St. in the south, for a roadway adjacent to the western side of railroad tracks operated by Indiana Harbor Belt Railroad Co. a/k/a IHB Railroad Co. a/k/a IHB Railway Co., which themselves run adjacent to, and on the west side of, the following property:

A tract of land being a part of fractional Section One (1) Township thirty seven (37) North, Range ten (10) West of the second Principal Meridian in Lake County Indiana, described as follows, to wit: Beginning at a point which would be the center line of 117th St. if the same were extended from Illinois, thence East (32) feet easterly from the center line of the railroad track lying West of the property herein conveyed, and marked by an iron pipe, thence East along said line One Hundred and Seventy One and Two-tenths (171.2) feet to a stake and iron pipe, thence continuing East along said line Three Hundred and Ninety (390) feet to another stake and iron pipe; thence continuing East along said line Three hundred ninety (390) feet to another stake and iron pipe; thence continuing East along said line One Hundred and Fifty (150) feet to the center of Wolf River Channel as the same is established by indenture dated Dec. 3, 1901, between Oliver O. Forsyth, John J. Forsyth and Myrtle E. Forsyth his wife, Mattie O. Forsyth, a spinster, Sarah L. Forsyth, a spinster, Henry P. Forsyth, a bachelor, Carrie C. Forsyth, a spinster, and George W. Forsyth, a bachelor, and Edward A. Shedd, Charles B. Shedd and Margaret B. Shedd, his wife, which indenture agreement was recorded in the Recorder's office of Lake County Indiana, on the 19th day of December, A.D. 1901, in the Book of Records No. 92 page 439 provided however, that in the event of the center line of said Wolf River Channel being hereafter established under the above agreement or indenture differently than herein provided then it is understood and specifically agreed that said center line of Wolf River Channel as the same may be hereafter established as aforesaid shall be and shall constitute the Eastern boundary of the property herein conveyed thence South and Southwesterly along the center line of said channel as established by said agreement or indenture or as the same may be hereafter established by said agreement or indenture aforesaid to the center line of what would be 114th St. if the same were extended from Illinois; thence West along the center line of what would be 114th St. if the same were extended from Illinois, Three Hundred and Seventy One and Nine-tenths

(371.9) feet to an iron pipe; thence continuing West along said center line Three Hundred and Ninety (390) feet to a point marked by an iron pipe; thence continuing West along said center line Three Hundred and Ninety (390) feet to an iron pipe; thence continuing West along said center line One Hundred and twenty five and Three-tenths (125.3) feet to a point marked by an iron pipe thirty-two (32) feet Easterly from the center line of said railroad; thence Northeasterly along a line following the curve of said track and being at every point thirty two (32) feet distant from the center line of said railroad track Seven Hundred and Fifty (750) feet more or less to the place of beginning containing eighteen and nine tenths (18.9) acres more or less; and,

A part of the north one half (1/2) of Section one (1) township thirty seven (37) north range ten (10) west described as follows: Commencing at the northwest corner of property sold to the Western Glucose Company by deed recorded July 22, 1907, at a point on the center line of 113th Street extended, marked by an iron pipe, thence east 171.2 feet along the north line of the above granted property to the center of Sixth Avenue extended marked by an iron pipe, thence east along said north line 390 feet to an iron pipe, thence east along said north line another 390 feet to an iron pipe on the west line of an agreed waterway with Oliver O. Forsyth and others as recorded, thence 150 feet East to the center of said waterway. (Said 113th Street extended east strikes the range line at a point 224.04 feet north of the established east quarter line of Section one marked by an iron pin in the center of the roadway). From the said center of said agreed waterway extending northerly along said center line 200.65 feet (and subject to all the conditions of said agreed waterway) thence northwesterly 589.8 feet to an iron pipe set at the south corner of a four acres recorded December 17, 1878 in Book No. 28, pages 20 to 23, thence continuing on the same line northwesterly 184.75 feet to the center line of 112th Street extended marked by an iron pipe (which point is 305.9 feet east of the stone at the intersection of 112th Street and Sixth Avenue) thence west 5.9 feet to an iron pipe, thence southwesterly on a straight line 801.28 feet to the place of beginning (ten) 10.146 acres; and,

A Tract of land being a part of fractional Section 1, Township 37 N., Range 10 West of the 2nd P.M. in Lake County, Indiana, described as follows, to wit: Beginning at a point which would be the center line of 114th Street if the same were extended from Illinois, which point is 32 feet easterly from the center line of the railroad track lying west of the property herein conveyed, and is marked by an iron rail which is set at the southwest corner of property deeded to the Western Glucose Company by deed dated November 12, 1906, and duly recorded; extending thence along the south line of said Western Glucose Company's property 1270.32 feet to the center of Wolf River Channel as the same is established by indenture dated December 3, 1901, between Oliver O. Forsyth, John J. Forsyth, and Myrtle E. Forsyth, his wife, Hattie O. Forsyth, a spinster,

Sarah L. Forsyth, a spinster, Henry P. Forsyth, a bachelor, Carrie C. Forsyth, a spinster, and George W. Forsyth, a bachelor, and Edward A. Shedd and Charles B. Shedd, and Margaret B. Shedd his wife, which indenture or agreement was recorded in the Recorder's office at Lake County, Indiana, on the 19th day of December A D 1901, in book of records No 92, page 493; Provided, however, that in the event of the center line of said Wolf River Channel being hereafter established under the above agreement or indenture, differently than herein provided, then it is understood and specifically agreed that said center line of Wolf River Channel as the same may be hereafter established as aforesaid shall be and shall constitute the easterly boundary of the property herein conveyed; thence southwesterly along the center line of said channel as established by said agreement of indenture, or as the same may be hereafter established by said agreement or indenture, to the northerly line extended easterly of property conveyed to Albert E. Smith by deed dated March 26, 1898; thence westerly 529.45 feet along the said northerly line to the easterly line of reservation for railroad tracks which line is 31.84 feet easterly from the center line of the straightened railroad track, and which said point is 52.2 feet southerly from the intersection of 117th Street produced, with said easterly line of reservation, (the said intersection of 117th Street with said easterly line of reservation also being 165.55 feet east of the intersection of 2nd Avenue produced and 117th Street produced but not dedicated, marked by an iron pipe); thence returning to said point 52.2 feet southerly from the said intersection of 117th Street with the easterly line of reservation for railroad tracks to an iron pipe set 31.84 feet easterly from the center of the straightened railroad track, which point is on the north line of property now belonging to the Consumers Company and 100 feet northerly from their log house thereon, extending from said last named point along the easterly line of the right of way reserved for railroad tracks in a straight line 2182.5 feet northeasterly to the point of beginning, containing 42.4217 acres more or less, (a plat of which is attached hereto); and,

A tract of land being a part of the Southwest Quarter of the Northeast Quarter of Fractional Section One (1) Township Thirty-seven (37) North, Range Ten (10) West of the Second Principal Meridian, in Lake County, Indiana, and more particularly described as follows, to-wit: Commencing at the Northeast corner of the 10.146 acres conveyed to the American Maize Products Company by deed dated November 15, 1918, and recorded in the Recorder's Office of Lake County, Indiana, in Book No. 251, Page 395, thence North 459.33 feet, and Northeasterly 208-17 feet along the center of the Wolf River Channel (as the same is established by agreement dated December 3, 1901 between Oliver O. Forsyth and others with Edward A. Shedd and others) to the center line of Indiana Boulevard (now called Indianapolis Avenue) as now located; thence Northwesterly along said center line of said Boulevard 471.64 feet; thence Southwesterly at an angle of 74 degrees 53

minutes 40 seconds, 248.82 feet to the Northeast line of the four acres conveyed by warranty deed dated July 18, 1877 by Dayton S. Morgan and others to Edward A. Shedd and Charles B. Shedd recorded December 17, 1878 in Book 28, Pages 20, 21, 22 and 23; thence Southeasterly along said Northeast line 192.79 feet to the East corner of said four acres; thence Southwesterly along the Southeast line of said four acres 422.4 feet more or less, to the South corner of said four acres; thence Southeasterly along the Northerly line or said 10.146 acres, 589.8 feet to the place of beginning, containing 6.4521 acres, more or less, situated in the City of Hammond, in Lake County, Indiana.

That certain parcel of land and rights appurtenant thereto lying in the Southwest Quarter of the Northeast Quarter of Fractional Section One (1), Township Thirty-seven (37) North, Range Ten (10), West of the Second Principal Meridian, and more particularly described as follows:

Beginning at a point where the Southwesterly line of the four acre tract so called, conveyed by Warranty Deed dated July 18, 1878, by Dayton S. Morgan and others to Edward A. Shedd and others, and recorded December 17, 1878, in deed record 28, at pages 20, 21, 22 and 23, in Lake County, Indiana, intersects the Southeasterly side of the railroad track immediately Northwest of the premises herein conveyed; running thence Northeasterly on the line of the Southeasterly side of said railroad track to a point where said Southeasterly line of said railroad track is intersected by the Northeasterly line of said four acre tract described in said aforementioned deed; thence Southeasterly on the said Northeasterly line of said four acre tract, and said Northeasterly line of said tract extended, to the center line of Wolf River channel as the same is established by agreement dated December 3, 1901, between Oliver O. Forsyth and others and Edward A. Shedd and others, said agreement being recorded in deed record No. 92 at pages 439 to 442, in Lake County, Indiana; thence Southwesterly and Southerly on said center line of Wolf River channel to a point on said center line where the Southwesterly line of said four acre tract if extended to said center line, would intersect said center line; thence Northwesterly along said Southwesterly line of said four acre tract extended, and along the Southwesterly line of said four acre tract to the point of beginning, a plat of which premises is hereto attached and made a part hereof for the purpose of showing more clearly the outline of said property, the same being included within the red lines on said plat.

All those certain premises conveyed to Albert Eugene Smith by Edward A. Shedd, Charles B. Shedd and Margaret B. Shedd by deed dated the 26th day of March 1898, and recorded in Lake County, Indiana, on the 27th day of April A.D. 1898, at 5:00 o'clock P.M., in record 89 at page 15, said premises being described in said deed as follows:

All that portion of land southeast of railroad track bought by

Edward A. Shedd and Charles B. Shedd from Dayton S. Morgan and E. Ashley Smith July 18, 1878, by deed recorded December 17, 1878 at 2:00 P.M. in book 28 of deeds, pages 20, 21, 22 and 23 in Lake County, Indiana, subject to all the conditions in said deed, containing two acres of land, more or less, being a part of fractional Section One (1) in Township Thirty-seven (37) North, Range Ten (10), west of the Second Principal Meridian, situated in the County of Lake in the State of Indiana.

2. This defendant has no right, title or interest in the property which is adverse to plaintiff's interest.

3. Plaintiff's easement is valid and good as against this defendant and as against all who may claim under this defendant any property interest which is adverse to plaintiff's easement.

4. This defendant and all persons claiming under this defendant are hereby permanently enjoined from asserting any right, title or interest adverse to plaintiff's easement.

SO ORDERED, this 3rd day of November, 1995.



JUDGE, Lake Superior Court
Room One



The United States of America



STATE OF INDIANA, COUNTY OF LAKE, ss:

I, the undersigned, Clerk of the Lake SUPERIOR Court of Lake County, and the keeper of the records and files thereof, in the State aforesaid, do hereby certify

that the above and foregoing is a full, true, correct and complete copy of The Default Judgment in the above entitled cause, 45D01-9308-CT-1182 as fully as the same appears of record in my office as such Clerk on November 3, 1995.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at my office in HAMMOND, INDIANA in the said County, this 6TH day of NOVEMBER, A.D., 1995.

Robert C. Antich
Clerk Lake SUPERIOR Court.

By Theresa Chapman
Deputy