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Chicago Title Insurance Company

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this "Agreement"), made this 31 day of December, 1995, by and among BEDDING EXPERTS, Inc., an Illinois corporation ("Tenant"), MELLON BANK, N.A., a national banking association ("Mortgagee") and OPUS NORTH CORPORATION, an Illinois corporation ("Owner").

**WITNESSETH THAT:**

**WHEREAS**, Owner owns certain land located in Lake County, Indiana, as more particularly described on Exhibit A attached hereto;

**WHEREAS**, pursuant to the Mortgage (hereinafter defined), Owner has granted to Mortgagee a first mortgage lien on, among other things, said land and all improvements now existing or hereafter constructed thereon (the "Mortgaged Property"), as security for the Note (as defined in the Mortgage); and

**WHEREAS**, pursuant to the Lease (hereinafter defined), Owner leased to Tenant a portion of the Mortgaged Property;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

A. Definitions. In addition to other words and terms defined elsewhere in this Agreement, as used herein the following words and terms shall have the indicated meanings, respectively, unless the context hereof otherwise clearly requires:

1. "Assignment" shall mean the Assignment of Leases and Rents dated as of February 28, 1995 made by Owner in favor of Mortgagee, as the same may be amended, modified or supplemented from time to time.

2. "Foreclosure Sale" shall mean any sale or transfer of the Mortgaged Property pursuant to any foreclosure of or any power of sale under the Mortgage or pursuant to a deed in lieu of foreclosure.

3. "Foreclosure Successor" shall mean the Mortgagee or other Person succeeding to the interest of Owner in the Mortgaged Property as a result of a Foreclosure Sale.

4. "Lease" shall mean the Lease dated as of December 31, 1995 between Owner and Tenant, pursuant to which

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

MAR 1 1996  
RECORDER

*[Handwritten initials]*

Owner leased a portion of the Mortgaged Property to Tenant, as the same may be amended, modified, supplemented, extended or renewed from time to time.

5. "Mortgage" shall mean the Mortgage and Security Agreement dated as of February 28, 1995 made by Owner in favor of Mortgagee and recorded as Document No. 95011730 in the Office of the Recorder of Deeds of Lake County, Indiana, as the same may be amended, modified, supplemented, increased, extended, renewed or consolidated from time to time.

6. "Person" shall mean an individual, corporation, partnership, trust, unincorporated association, joint venture, joint-stock company, government (including political subdivisions), governmental authority or agency, or any other entity.

B. Subordination. The Lease and the terms and provisions thereof shall be, and are hereby made, subject and subordinate in each and every respect to the Mortgage and the terms, provisions and lien thereof.

C. Non-Disturbance. So long as Tenant is not in default under the Lease, neither the Lease nor the estate created thereby, nor any rights of Tenant under the Lease, will be discharged by a Foreclosure Sale, but the estate and all rights of Tenant under the Lease (subject to the provisions hereof) will remain undisturbed and unaffected thereby.

D. Attornment. Tenant hereby agrees that in the event of a Foreclosure Sale Tenant will and does hereby attorn to the Foreclosure Successor so that the relationship of Lessor and tenant shall exist between such Foreclosure Successor and Tenant, provided that such Foreclosure Successor shall not (a) be bound by the payment of rent to any prior Lessor (including Owner) made more than one calendar month in advance of accrual thereof; (b) be subject to any offsets or defenses Tenant might have against any prior landlord (including Owner); (c) be liable for the refund of any security deposit made by Tenant to any prior Lessor (including Owner); (d) be liable for any act or omission of any prior Lessor (including Owner); (e) be bound by any provision in the Lease which obligates the Lessor to construct or complete any building or structure or to make any improvement or to perform any other construction work (including any work necessary to prepare the leased premises for Tenant's occupancy); or (f) be bound by any amendment or modification to the Lease entered into without the consent of Mortgagee.

E. Casualty; Condemnation. The parties hereto hereby agree that the terms, covenants and agreements of the Mortgage shall apply in the event of any casualty to the Mortgaged Property or any taking by eminent domain of the Mortgaged Property.

F. Consent to Assignment of Lease; Payment of Rents. Tenant hereby consents to the assignment by Owner to Mortgagee of all of the right, title and interest of Owner in and to the Lease pursuant to the Assignment and to the terms and provisions of the Assignment. Said assignment includes, among other things, the full and complete assignment by Owner to Mortgagee of all right, power and privilege of Owner to direct the party to whom rents and other payments under the Lease are to be paid, which right to direct payment is unconditional and unrestricted and may be exercised by Mortgagee at any time, both before and after the occurrence of any default under the Mortgage. Pursuant to such right to direct payment, Mortgagee hereby directs Tenant, until further notification by Mortgagee, to pay, all rents and other amounts payable by Tenant under the Lease to Owner. Upon request by Mortgagee that Tenant pay all rents and other amounts payable by Tenant under the Lease directly to Mortgagee or any other Person, Tenant thereafter shall make all such payments directly to Mortgagee or such other Person at the address set forth in such request, until Further notification by Mortgagee.

G. Mortgagee's Right to Cure Lease Defaults. If Owner fails to cure a default under the Lease within the applicable cure period thereunder, Tenant shall give written notice to Mortgagee specifying the default, specifying that Tenant has failed to cure the default within the applicable cure period and specifying the steps necessary to cure the default and Mortgagee shall have the right (but not the obligation) to cure such default. Mortgagee shall have sixty (60) days after receipt of such notice (or such longer period of time as may be reasonably necessary) to cure such default or cause it to be cured, if Mortgagee elects to do so. During such cure period, Tenant shall not terminate the Lease or exercise any other remedy thereunder with respect to such default.

H. No Assumption by Mortgagee. Tenant acknowledges and agrees that Mortgagee has not assumed and does not have any obligation or liability under or pursuant to the Lease by reason of the Mortgage or the Assignment.

I. Tenant Representations. Tenant represents and warrants to Mortgagee that (a) the Lease is in full force and effect, is valid and binding upon the parties thereto in accordance with its terms and has not been amended, modified or supplemented (orally or in writing; (b) neither Tenant nor owner is in default under the Lease; and (c) all rent and other payments payable by Tenant under the Lease and due on or prior to the date hereof have been paid, no rent or other payment under the Lease has been paid more than one calendar month in advance of the accrual thereof and Tenant has no offsets or defenses to the payment of rent or other payments under the Lease.

J. Tenant Covenants. Tenant covenants and agrees with Mortgagee that, without the prior written consent of Mortgagee,

(a) Tenant will not pay rent under the Lease more than one calendar month in advance of the accrual thereof; (b) Tenant will not amend, modify or (by agreement with Owner) terminate the Lease; (c) Tenant will not assign or pledge the Lease or its rights or obligations thereunder; and (d) no waiver by Owner of any of the obligations of Tenant under the Lease, no consent, approval or election made by owner in connection with the Lease and no termination of the Lease by Owner shall be effective as against Mortgagee.

K. Notices. Tenant shall mail or transmit copies of all written notices (other than routine notices transmitted in the ordinary course of business) it may give Owner with respect to the Lease to Mortgagee simultaneously with the delivery or mailing of such notices to Owner. All notices or other communications which are required or permitted hereunder to be given to any party shall be in writing and shall be deemed sufficiently given if delivered personally or by registered or certified mail, return receipt requested, to the address of such party specified below, or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein:

- (a) If to Mortgagee, at Mellon Bank N.A, Suite 2915, One Mellon Bank Center, Pittsburgh, Pennsylvania 15258
- (b) If to Tenant, at Bedding Experts, Inc., 706 Industrial Drive, Elmhurst, Illinois 60126, Attention: Robert D'Amico
- (c) If to Owner, at Opus North Corporation, 9700 West Higgins Road, Suite 900, Rosemont, Illinois 60018

With a copy to: Opus U.S. Corporation, P.O. Box 59110, Minneapolis, Minnesota 55440, Attention: Legal Department - Dan F. Nicol

L. Miscellaneous.

1. This Agreement shall be governed by, and construed in accordance with, the laws of the State where the Mortgaged Property is located. This Agreement may be executed in any number of counterparts and all of such counterparts shall together constitute one and the same instrument.

2. Tenant hereby acknowledges and agrees that (i) any Foreclosure Successor shall have the right to assign its rights and obligations under the Lease to any other Person to whom the Mortgaged Property is transferred, and upon such assignment such

Foreclosure Successor shall have no further obligation or liability under the Lease; and (ii) the obligations of any Foreclosure Successor under the Lease shall not be personal obligations of such Foreclosure Successor, and recourse on such obligations may be had only against the right, title and interest of such Foreclosure Successor in and to the Mortgaged Property.

3. Tenant agrees to execute and deliver all such instruments and documents and take all such action as Mortgagee may from time to time request in order to effectuate fully the purposes of this Agreement including, without limitation, delivering to Mortgagee the estoppel certificate required by Article XXIV.B. of the Lease.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

WITNESS the due execution hereof the day and year first above written.

**BEDDING EXPERTS, INC.**

By: *Ray Amis*

Its: *President*

**MELLON BANK, N.A.**

By: *James B. Casey*

Its: *Vice President*

**OPUS NORTH CORPORATION**

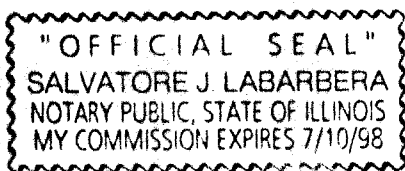
By: *John M. Crocker*

Its: *S.V.P.*

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, SALVATORE J. LABARBERA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT S. DIAMICO, personally known to me to be the PRESIDENT OF THE BEDDING & EXPERTS INC. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as PRESIDENT of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22ND day of DECEMBER, 1995.



Salvatore J. Labarbera  
Notary Public

My Commission Expires: 7-10-98

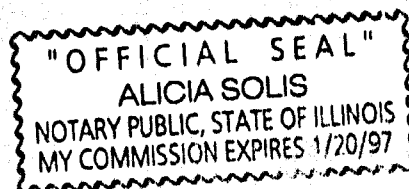
STATE OF Illinois )  
COUNTY OF DePage ) SS.

I, Alicia Solis, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John M. Crocker, Jr., personally known to me to be the SVP of Quis North Corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as SVP of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of December, 1995

Alicia Solis  
Notary Public

My Commission Expires: 1/20/97



STATE OF PENNSYLVANIA  
COUNTY OF ALLEGHENY ) SS.

I, CHRISTINE SHOSTEK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JANIS R. CAREY, personally known to me to be the VICE PRESIDENT of MELLON BANK and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as VICE PRESIDENT of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4<sup>th</sup> day of JANUARY, 1996.

Christine Shostek  
Notary Public

My Commission Expires: 4-17-99

Notarial Seal  
Christine Shostek, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires April 17, 1999  
Member, Pennsylvania Association of Notaries



**Exhibit A**

**Legal Description**

That part of Lot 1 in Highland Town Center Subdivision, being a Subdivision of part of the West 1/2 of the Southwest 1/4 of Section 33 and part of the Southeast 1/4 of Section 32, all in Township 36 North, Range 9 West of the Second Principal Meridian, according to the plat thereof recorded in the official records of Lake County, Indiana on September 8, 1994 as Document No 94063408, in Plat Book 77, Page 23, bounded and described as follows:

Commencing at the Southeast corner of said Lot 1; thence North 0 degrees 09 minutes 48 seconds West, along the East line of said Lot, 463.92 feet to the herein designated point of beginning; thence South 89 degrees 50 minutes 12 seconds West, perpendicular to the last described line, 195.93 feet; thence South 0 degrees 09 minutes 48 seconds East, 10 feet; thence South 89 degrees 50 minutes 12 seconds West, 239.56 feet; thence North 0 degrees 09 minutes 48 seconds West, 2.79 feet; thence South 89 degrees 50 minutes 12 seconds West, 405.25 feet; thence South 0 degrees 09 minutes 48 seconds East, 412.27 feet; thence Southwesterly 36.01 feet along the arc of a circle, tangent to the last described line, convex to the Southeast, having a radius of 61.50 feet and whose chord bears South 16 degrees 36 minutes 47 seconds West, 35.50 feet to the point of intersection with the South line of said Lot, thence North 89 degrees 27 minutes 34 seconds West, along said South line, 297.06 feet to the point of intersection with the Westerly line of said Lot; thence Northerly along the Westerly line of said Lot by the following courses; thence North 0 degrees 11 minutes 11 seconds West 0.09 feet; thence North 34 degrees 46 minutes 25 seconds West, 17.72 feet; thence North 1 degree 35 minutes 28 seconds West, 248.52 feet; thence North 2 degrees 34 minutes 45 seconds East, 374.45 feet; thence North 30 degrees 51 minutes 46 seconds East, 40.97 feet; thence North 3 degrees 34 minutes 48 seconds East, 60.00 feet; thence North 41 degrees 03 minutes 41 seconds West, 6.00 feet to the Northerly terminus of corners along the Westerly line of said Lot; thence North 89 degrees 50 minutes 12 seconds East 236.24 feet; thence North 44 degrees 50 minutes 12 seconds East, 28.28 feet; thence North 0 degrees 09 minutes 48 seconds West, 223.40 feet; thence Northeasterly 528.83 feet along the arc of a circle, tangent to the last described line, convex to the Northwest, having a radius of 441.00 feet, whose chord bears North 34 degrees 11 minutes 26 seconds East, 497.71 feet; thence North 89 degrees 50 minutes 12 seconds East, along a line tangent to the last described curve and drawn perpendicular to the East line of said Lot, 566.38 feet to a point on the East line of said Lot, said point being 934.66 feet North of the point of beginning; thence South 0 degrees 09 minutes 48 seconds East, 934.66 feet to the hereinabove designated point of beginning, all in the Town of Highland, Lake County, Indiana.

and:

That part of Lot 1 in Highland Town Center Subdivision, being a subdivision of part of the West 1/2 of the Southwest 1/4 of Section 33 and part of the Southeast 1/4 of Section 32, all in

Township 36 North, Range 9 West of the Second Principal Meridian, according to the plat thereof recorded in the official records of Lake County, Indiana on September 8, 1994 as Document No. 94063408, in Plat Book 77 Page 23, bounded and described as follows:

Beginning at the Northwest corner of said Lot 1, thence South 89 degrees 23 minutes 21 seconds East, along the Northerly line of said Lot, 661.10 feet; thence South 78 degrees 24 minutes 08 seconds East, along the Northerly of said Lot, 428.64 feet to the Northeast corner of said Lot; thence South 0 degrees 09 minutes 48 seconds East, along the East line of said Lot, 888.37 feet to a point, said point being 1398.58 feet North of the Southeast corner of said Lot; thence South 89 degrees 50 minutes 12 seconds West, perpendicular to the last described line, 566.38 feet; thence Southwesterly 528.83 feet along the arc of a circle, tangent to the last described line convex to the Northwest, having a radius of 441.00 feet, whose chord bears South 34 degrees 11 minutes 26 seconds West, 497.71 feet; thence South 0 degrees 09 minutes 48 seconds East, along a line drawn tangent to the last described curve, 223.40 feet; thence South 44 degrees 50 minutes 12 seconds West, 28.28 feet; thence South 89 degrees 50 minutes 12 seconds West, 236.24 feet to the point of intersection with the Westerly line of said Lot 1; thence Northerly along the Westerly line of said Lot by the following courses; thence North 41 degrees 03 minutes 43 seconds West, 33.55 feet; thence North 2 degrees 34 minutes 45 seconds East, 125.89 feet; thence North 1 degree 08 minutes 49 seconds East, 184.72 feet; thence South 88 degrees 51 minutes 11 seconds East, along a line drawn perpendicular to the last described line, 10.00 feet; thence North 1 degree 08 minutes 49 seconds East, 150.00 feet; thence North 44 degrees 02 minutes 57 seconds East 39.06 feet; thence North 1 degree 08 minutes 49 seconds East, 88.00 feet; thence North 40 degrees 48 minutes 54 seconds West, 39.77 feet; thence North 1 degree 08 minutes 49 seconds East, 110.00 feet; thence North 88 degrees 51 minutes 11 seconds West, along a line drawn perpendicular to the last described line, 10.00 feet; thence North 1 degree 08 minutes 49 seconds East, 201.39 feet; thence North 0 degrees 17 minutes 18 seconds West, 466.69 feet; thence North 3 degrees 14 minutes 07 seconds East, 730.11 feet to the hereinabove designated point of beginning, all in the Town of Highland, Lake County, Indiana.

**BUT EXCLUDING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:**

That part of Lot 1 in Highland Town Center subdivision, being a subdivision of part of the West 1/2 of the Southwest 1/4 of Section 33, and part of the Southeast 1/4 of Section 32, all in Township 36 North, Range 9 West of the Second Principal Meridian, according to the plat thereof recorded September 8, 1994 as document number 94063408, described as follows:

Commencing at the Southeast corner of said Lot 1; thence North 00 degrees 09 minutes 48 seconds West, along the East line of said Lot 1, 1448.64 feet to the point of beginning; thence South 89 degrees 50 minutes 12 seconds West, at right angles to the last described course, 489.81 feet; thence South 59 degrees 50 minutes 21 seconds West, 158.08 feet; thence Southwesterly, on a curve, tangent to the last described course, concave Southeasterly, having a radius of 441.00 feet, an arc distance of 204.49 feet; thence North 63 degrees 17 minutes 54 seconds West, 128.82 feet; thence Northerly, on a curve, concave Westerly, having a radius of 125.00 feet, an arc

distance of 143.23 feet, and a chord bearing North 02 degrees 39 minutes 43 seconds East; thence North 30 degrees 09 minutes 48 seconds West, 151.82 feet; thence North 59 degrees 50 minutes 12 seconds East, at right angles to the last described course, 421.99 feet; thence South 30 degrees 09 minutes 48 seconds East, at right angles to the last described course, 19.05 feet; thence North 59 degrees 50 minutes 12 seconds East, at right angles to the last described course, 342.99 feet; thence South 30 degrees 09 minutes 48 seconds East, at right angles to the last described course, 376.76 feet; thence Southeasterly, on a curve, tangent to the last described course, concave Northeasterly, having a radius of 50.00 feet, an arc distance of 52.38 feet, to a point of tangency; thence North 89 degrees 50 minutes 12 seconds East, perpendicular to the East line of said Lot 1, 54.71 feet, to a point on the East line of said Lot 1, 121.77 feet North of the point of beginning (as measured along said East line); thence South 00 degrees 09 minutes 48 seconds East, along the East line of said Lot 1, 121.77 feet, to the point of beginning, in the Town of Highland, Lake County, Indiana.

and:

THAT PART OF LOT 1 IN HIGHLAND TOWN CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, AND PART OF THE SOUTHEAST QUARTER OF SECTION 32, ALL IN TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1994 AS DOCUMENT NO. 94063408, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 27 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 1148.11 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 11 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 0.09 FEET; THENCE NORTH 34 DEGREES 46 MINUTES 25 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 12.71 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 20 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 248.52 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 374.45 FEET; THENCE NORTH 44 DEGREES 51 MINUTES 46 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 40.57 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 60.00 FEET; THENCE NORTH 41 DEGREES 03 MINUTES 43 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 6.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE NORTH 41 DEGREES 03 MINUTES 43 SECONDS WEST, 33.55 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 125.89 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 49 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 87.11 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, 270.19 FEET, TO A POINT 847.24 FEET WEST OF THE EAST LINE OF SAID LOT 1 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTH 00 DEGREES 09 MINUTES 48 SECONDS EAST, ALONG A LINE PARALLEL TO SAID EAST LINE OF LOT 1, 218.20 FEET; THENCE SOUTH 44 DEGREES 50 MINUTES 12 SECONDS WEST, 28.28 FEET; THENCE SOUTH

89 DEGREES 50 MINUTES 12 SECONDS WEST, ALONG A LINE AT RIGHT ANGLES TO SAID EAST LINE OF LOT 1, 236.24 FEET, TO THE POINT OF BEGINNING, IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA.

and:

THAT PART OF LOT 1 IN HIGHLAND TOWN CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, AND PART OF THE SOUTHEAST QUARTER OF SECTION 32, ALL IN TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1994 AS DOCUMENT NO. 94063408, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 27 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 1148.11 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 11 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 0.09 FEET; THENCE NORTH 34 DEGREES 46 MINUTES 25 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 17.72 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 20 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 248.52 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 374.45 FEET; THENCE NORTH 44 DEGREES 51 MINUTES 46 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 40.57 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 60.00 FEET; THENCE NORTH 41 DEGREES 03 MINUTES 43 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 39.55 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 125.89 FEET; THENCE NORTH 01 DEGREE 08 MINUTES 49 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 89.41 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ON THE LAST DESCRIBED COURSE NORTH 01 DEGREE 08 MINUTES 49 SECONDS EAST, 97.61 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 11 SECONDS EAST, 10.00 FEET; THENCE NORTH 01 DEGREE 08 MINUTES 49 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 14.14 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, 270.64 FEET; THENCE SOUTHERLY ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 441.00 FEET, AN ARC DISTANCE OF 107.35 FEET AND A CHORD BEARING SOUTH 06 DEGREES 48 MINUTES 38 SECONDS WEST, TO A POINT 847.24 FEET WEST OF THE EAST LINE OF SAID LOT 1 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTH 00 DEGREES 09 MINUTES 48 SECONDS EAST, ALONG A LINE PARALLEL TO SAID EAST LINE OF LOT 1, 5.20 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST, ALONG A LINE AT RIGHT ANGLES TO SAID EAST LINE OF LOT 1, 270.19 FEET, TO THE POINT OF BEGINNING, IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA.

and:

THAT PART OF LOT 1 IN HIGHLAND TOWN CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, AND PART OF THE SOUTHEAST QUARTER OF SECTION 32, ALL IN TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1994 AS DOCUMENT NO. 94063408, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 27 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 1148.11 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 11 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 0.09 FEET; THENCE NORTH 34 DEGREES 46 MINUTES 25 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 17.72 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 20 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 248.52 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 374.45 FEET; THENCE NORTH 44 DEGREES 51 MINUTES 46 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 40.57 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 60.00 FEET; THENCE NORTH 41 DEGREES 03 MINUTES 43 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 39.55 FEET; THENCE NORTH 02 DEGREES 34 MINUTES 45 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 125.89 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 49 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 184.72 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 11 SECONDS EAST, 10.00 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 48 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 14.14 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE NORTH 01 DEGREES 08 MINUTES 49 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 6.73 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1, 34.00 FEET, TO A POINT OF CURVATURE, THENCE EASTERLY ON A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 195.00 FEET, AN ARC DISTANCE OF 91.43 FEET AND A CHORD BEARING SOUTH 76 DEGREES 43 MINUTES 51 EAST, TO A POINT OF TANGENCY; THENCE SOUTH 63 DEGREES 17 MINUTES 54 SECONDS EAST, 138.72 FEET; THENCE SOUTH 20 DEGREES 58 MINUTES 46 SECONDS EAST, 33.66 FEET; THENCE SOUTHERLY ON A CURVE, HAVING A RADIUS OF 441.00 FEET, AN ARC DISTANCE OF 58.15 FEET AND A CHORD BEARING SOUTH 17 DEGREES 33 MINUTES 43 SECONDS WEST; THENCE SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST, ALONG A LINE AT RIGHT ANGLES TO SAID EAST LINE OF LOT 1, 270.64 FEET, TO THE POINT OF BEGINNING, IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA.