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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

97 APR 15 AH 9: 17

MORES W. CARTER RECORDER

MEMORANDUM OF LEASE

This Memorandum of Lease is made this 2nd day of January, 1997 between National Shopping Plazas, Inc., as Landlord and Household Finance Corporation III, as Tenant.

The Landlord and Tenant entered into a lease of the premises located at Hammond Plaza, 6911 Kennedy Avenue, Hammond, IN, containing approximately 2,413 square feet of space and lot. See Attached Legal Description

Said lease is for a term of sixty (60) months beginning December 19, 1996 and ending December 31, 2001. Tenant has the right to extend said term for one (1) additional five (5) year term upon compliance with certain lease provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease

Additional terms and conditions are contained in the lease itself.

on the date written above. HOUSEHOLD FINANCE CORPORATION III G. M. Halvorsen ATTEST: R. K. Patenaude Assistant Secretary ke County Recorders stant Secretary Signed, sealed and delivered in the Signed, sealed and delivered in the presence of: presence of: STATE OF ILLINOIS .SS APR 08 1997 COUNTY OF COOK I. the undersigned Notary Public in and for said County and State, do he@byperpletter

G.M. Halvorsen, a Vice President, and R.K. Patenaude, Assistant Secretary of Heysehold E COUNTY Finance Corporation III personally known to me to be the same persons whose names are subscribed and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of January, 1997. reamon My Commission Expires: August 20, 2000 Danielle Martreanor Notary Public OFFICIAL SEAL STATE OF ILLINOIS **EM TREANOR**).SS NOTARY PUBLIC, STATE OF ILLINOIS **COUNTY OF** MY COMMISSION EXPIRES:08/20/00 I, the undersigned Notary Public in and for said County and State, do hereby certify that

personally known to me to be the same persons George D. Hanus, President personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth. 000000

Given under my hand and official seal this louday of frue u) on X Kopolder My Commission Expires: Thank 13,2000 **Notary Public**

danschold Dinance 2700 Sanders Road Respect deight, 47

OFFICIAL SEAL LORI L KAPALDO

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:03/13/00

P. 02

3 UNIT B 161801 960402 ALTA OWNERS FORM

8 04-83-886

PI23-606

CUSTOMER INFO: ESC D1 096016460

SCHEDULE A

NUMBER

DATE OF POLICY

AMOUNT OF INSURANCE

1823

04-83-886

APRIL 2, 1996 AT 2:00 P.M. \$1,750,000.00

1. NAME OF INSURED:

LAKE COUNTY TRUST COMPANY, A CORPORATION OF INDIANA, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 27TH DAY OF OCTOBER, 1994, KNOWN AS TRUST NUMBER 4595

2. A FEE SIMPLE ESTATE IN THE LAND COVERED BY THIS POLICY IS VESTED IN THE INSURED.

This Document is the property of

3. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED, AND ASSIGNMENTS:

MORTGAGE DATED MARCH 18, 1996 AND RECORDED APRIL 1, 1996, AS DOCUMENT NO. 96020712, MADE BY LAKE COUNTY TRUST COMPANY, A CORPORATION OF INDIANA, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 27, 1994 AND KNOWN AS TRUST NO. 4595, TO MUTUAL TRUST LIFE INSURANCE COMPANY, AN ILLINOIS CORPORATION, TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$1,750,000.00, PAYABLE AS THEREIN PROVIDED.

AND THE MORTGAGES OR TRUST DEEDS, IF ANY, SHOWN IN SCHEDULE B HEREOF.

4. THE LAND COVERED BY THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1: LOT 17 AND THE NORTH HALF OF LOT 16, JOHN L. HESS' ADDITION, TO HAMMOND, AS SHOWN IN PLAT BOOK 21, PAGE 46, AND THE EAST HALF OF THE 20 FOOT ALLEY LYING WEST OF AND ADJACENT TO SAID LOTS, IN LAKE COUNTY, INDIANA.

PARCEL 2: THE NORTH 130.71 FEET OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P. M., IN THE CITY OF HAMMOND, LAKE

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UNIT B 161801 960402 ALTA OWNERS FORM

A # 1823

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SCHEDULE A CONTINUED

COUNTY, INDIANA, EXCEPTING THEREFROM THE NORTH 35 FEET THEREOF.

PARCEL 3: LOTS "A" AND "B", REDIVISION OF LOTS 1, 2 AND THE NORTH 10 FEET OF LOT 3, JOHN L. HESS' ADDITION, IN THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 22, PAGE 55, AND THE WEST HALF OF THE 20 FOOT ALLEY LYING EAST OF AND ADJACENT TO SAID LOTS, IN LAKE COUNTY, INDIANA.

PARCEL 4: THE SOUTH 15 FEET OF LOT 3, ALL OF LOT 4 AND THE NORTH 8
FEET OF LOT 5 AND THE WEST HALF OF THE 20 FOOT ALLEY LYING EAST OF AND
ADJACENT TO SAID LOTS 3 AND 4 AND THE NORTH 8 FEET OF LOT 5; AND LOT
15 AND THE SOUTH HALF OF LOT 16 AND THE EAST HALF OF THE 20 FOOT ALLEY
LYING WEST OP AND ADJACENT TO SAID LOTS, JOHN L. HESS' ADDITION, IN
THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 21, PAGE 46, IN LAKE
COUNTY, INDIANA.

SCHEDULE B

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

GENERAL EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
- (2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, AND ANY OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
- (4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- (5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

SPECIAL EXCEPTIONS: THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 3 OF SCHEDULE A.

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