

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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EASEMENT  
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THIS EASEMENT AGREEMENT made this 1 day of Oct, 1997, by and between RALPH A. LUKE and DALE G. SORRELS, Individually, and as Members of "SORRELS-LUKE, LLC", "GRANTOR", and MERCANTILE NATIONAL BANK OF INDIANA, u/t/a dated Sept. 9, 1987, a/k/a Trust No. 4987, "GRANTEE".

The GRANTOR states and represents that GRANTOR owns and has title to certain Real Estate located in Schererville, Lake County, Indiana, and desires to grant an Access Easement to GRANTEE for compatibility of business purposes.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR does hereby grant, bargain, sell, convey and warrant unto GRANTEE, its successors, assigns, and invitees, forever, a perpetual Access Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, along, under, over and across the Real Estate owned by GRANTOR and situated in Schererville, Lake County, Indiana, which Real Estate is described in Exhibit "A", attached hereto and made a part hereof.

GRANTEE shall have the right, at its own expense, to enter along, over and upon the Access Easement, only for compatibility of business purposes, and shall have the right of ingress and egress over adjoining premises and lands when necessary and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Access Easement.

GRANTOR covenants for GRANTOR, GRANTOR'S grantees, successors, assigns, and invitees that GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the sewer lines and appurtenances, and gives the GRANTEE the right to remove any such obstruction, or grant additional easements over, across or on the Real Estate in which the perpetual Access Easement is hereby granted, except by express written permission from the GRANTEE, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate.

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Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this Access Easement.

**SAM ORLICH**  
**AUDITOR LAKE COUNTY**

GRANTOR hereby covenants that GRANTOR is the owner in fee simple of the Real Estate, described in Exhibit "A", is lawfully seized thereof and has good right to grant and convey the foregoing Easement herein; and GRANTOR

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guarantees the quiet possession hereof and shall warrant and defend GRANTEE'S title to the Easement against all lawful claims.

This Agreement shall be binding upon GRANTOR, GRANTOR'S Heirs, Personal Representatives, Successors and Assigns, and upon all other Parties claiming by, through or under GRANTOR, and the same shall inure to the benefit of the GRANTEE herein, its Successors, Assigns and Invitees.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Easement Agreement this \_\_\_\_ day of \_\_\_\_\_, 1997.

GRANTOR

GRANTEE

SORRELS-LUKE, LLC,  
an Indiana Limited Liability  
Company

MERCANTILE NATIONAL BANK  
OF INDIANA, u/t/a dated Sept. 9,  
1987, a/k/a Trust No. 4987

By: *Ralph A. Luke*  
RALPH A. LUKE, Individually  
and as Member of SORRELS-  
LUKE, LLC, an Indiana Limited  
Liability Company

By: SEE SIGNATURE PAGE ATTACHED

By: *Dale G. Sorrels*  
DALE G. SORRELS, Individually  
and as Member of SORRELS-  
LUKE, LLC, an Indiana Limited  
Liability Company

Title: \_\_\_\_\_

Attest: *Marie Turner*  
MARIE TURNER

Attest: \_\_\_\_\_



**EXHIBIT A  
LEGAL DESCRIPTION**

**Parcel 1: The East 90.40 Feet of the West 212 Feet of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , Lying North of the Centerline of Lincoln Highway, Except South 354.21 Feet in Section 17, Township 35 North, Range 9, Lake County, Indiana.**

**Parcel 2: The East 134.40 Feet of the West 346.40 Feet of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 17, Township 35 North, Range 9 Lying North of the Centerline of Lincoln Highway, Lake County, Indiana.**

**(Key No. 13-624-1) (Tax Unit No. 20)**

THIS EASEMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 9th day of September, 1987, creating Trust #4987; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, 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 Federal, State, or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally is not a "Transferor or Transferee" under the Act 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 instrument.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Trust Officer and its corporate seal hereunto affixed and attested by its Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE  
AFORESAID AND NOT PERSONALLY,

BY: Mary Ann Zembala  
Mary Ann Zembala Trust Officer

ATTEST:

James V. Bushemi

James V. Bushemi, Trust Officer

STATE OF INDIANA )

COUNTY OF LAKE )

I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary Ann Zembala, Trust Officer and James V. Bushemi, Trust Officer of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and that James V. Bushemi did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of October, 1997.

ADRIANA M. GONZALEZ  
My Commission Expires: 05/04/01

Adriana M. Gonzalez  
Notary Public

County of Residence: LAKE

Resident of Lake County