

Chicago Tide Insurance Company

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 OCT 16 AM 10:13

MORRIS W. CARTER
RECORDER

C 494606M LD

FILED 97070228

OCT 15 1997

**SAM ORLICH
AUDITOR LAKE COUNTY**

INSPECTION EASEMENT

This Inspection Easement is made as of the 3rd day of October, 1997 by BANK CALUMET NATIONAL ASSOCIATION as Trustee under Trust Agreement dated September 29, 1997 and known as Trust Number P-4433 (hereinafter the "Borrower") in favor of FIRST UNITED BANK (hereinafter the "Lender").

Recitals

a) The Borrower is the title owner of a partially improved and partially unimproved fee simple parcel of real property, more particularly described in Exhibit "A", attached hereto and made a part hereof (hereinafter the "Real Property").

b) At the request of Borrower's beneficiaries, the Lender has agreed to extend certain credit accommodation to the Borrower (hereinafter the "Loan"), secured by a mortgage on the Real Property.

c) The Lender is unwilling to extend the Loan to the Borrower unless it has an absolute right, at any time and from time to time, to enter the Real Property for purposes of conducting inspections and tests to determine if the ownership, use and operation of the Real Property are in compliance with all applicable environmental laws.

d) At the direction of its beneficiaries, the Borrower is willing to grant the Lender an irrevocable easement to permit the Lender to enter upon the Real Property for such inspection and testing so as to obtain the Loan.

NOW THEREFORE, in consideration of these premises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Grant of Easement. The Borrower hereby grants and conveys to the Lender an easement to enter on and upon the Real

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED
HERE TO AND MADE A PART HEREOF

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Property at any time and from time to time for the purpose of making such audit tests, inspections, and examinations, including subsurface exploration and testing, as the Lender, in its discretion, deems necessary, convenient, or proper to determine whether the ownership, use and operation of the Real Property and the conduct of the activities engaged in thereon are in compliance with federal, state, and local environmental laws, rules and regulations. The Lender, or its designated agents, shall have the right to inspect and copy all of the Borrower's records relating to environmental matters and to enter all buildings or facilities of the Borrower for such purpose. In confirmation of the Lender's right to inspect and copy all of the Borrower's records relating to environmental matters and to secure the Borrower's obligations to the Lender in connection with the Loan, and under this Environmental Inspection Easement, the Borrower hereby grants to the Lender a continuing security interest in and to all of the Borrower's existing and future records with respect to environmental matters, whether or not located at the Real Property or elsewhere, whether or not in the possession of the Borrower or some third party (including any federal, state, or local agency or instrumentality), and whether or not written, photographic, or computerized, and the proceeds and products thereof. The Lender, or its designated agent, may interview any or all of the Borrower's agents and employees regarding environmental matters, including any consultants or experts retained by the Borrower, all of whom are directed to discuss environmental issues fully and openly with the Lender or its designated agent and to provide such information as may be requested. All of the costs and expenses incurred by the Lender with respect to the audits, tests, inspections and examinations which the Lender may conduct, including the fees of the engineers, laboratories, and contracts, shall be paid by the (Borrower) (Borrower's beneficiaries). The Lender may, but shall not be required to, advance such costs and expenses on behalf of the Borrower. All sums so advanced shall bear interest at the highest rate provided with respect to the Loan.

2. Duration and Defeasance. The easement granted hereby shall exist and continue until such time as all sums owed by the Borrower to the Lender in connection with the Loan have been repaid in full and the mortgage granted to the Lender to secure the Loan has been released of record. A release of the mortgage shall evidence a termination of the easement.

3. Enforcement. The Borrower acknowledges that no adequate remedy at law exists for a violation of the easement granted hereby and agrees that the Lender shall have the right to enforce the easement granted hereby by equitable writ or decree, including temporary and preliminary injunctive relief. In the event the Lender is required to enforce its rights hereunder the Borrower shall pay all of the Lender's costs and expenses in connection therewith, including all attorney's fees incurred by the Lender.

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED
HEREIN AND MADE A PART HEREOF

4. Assignability. This easement shall be assignable and shall be considered assigned to whomever holds the indebtedness secured by the mortgage.

5. Revocability. This easement is irrevocable and may not be revoked by the Borrower.

6. Lender Not Mortgagee in Possession. The exercise of rights granted hereunder shall not constitute the Lender's mortgagee in possession with respect to the Real Property.

7. Construction and Intention. This easement is intended to be and shall be construed as an interest in the Real Property and as an easement in gross. It is not intended to be a personal right of the Lender or a mere license.

8. Binding Nature. This agreement shall be binding upon the Borrower and its successors and assigns.

9. Trustee's Exculpation. This agreement is executed by BANK CALUMET NATIONAL ASSOCIATION as Trustee under Trust Agreement dated September 29, 1997 and known as Trust Number P-4433, and it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while inform purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against such Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED
HEREIN AND MADE A PART HEREOF

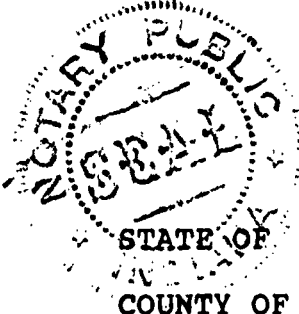
IN WITNESS WHEREOF, the Borrower executes this Inspection Easement as of the date first above written.

BORROWER

BANK CALUMET NATIONAL ASSOCIATION as Trustee as Trustee as aforesaid and not personally

BY: Patrick P. Swin
Its: Trust Officer

ATTEST: Debra K. Luke
Its: Vice President + Trust Officer



STATE OF INDIANA)
COUNTY OF LAKE) SS

I, Roberta L. Martinez, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Patrick P. Devine, Trust Officer of BANK CALUMET, NATIONAL ASSOCIATION and Debra K. Luke, Vice President + Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Patrick P. Devine and Debra K. Luke, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED HERETO AND MADE A PART HEREOF

GIVEN under my hand and notarial seal this 3rd day of September, 1997.

MY COMMISSION EXPIRES Roberta L. Martinez
MAY 19, 2001 Notary Public
Roberta L. Martinez

THIS INSTRUMENT WAS PREPARED BY AND MAIL TO:

Steven D. Rakich (ajz-1191-881)
21141 Governors Highway
Suite 200
Matteson, IL 60443

EXHIBIT A

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 7 WEST OF THE 2ND P. M., IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE FOLLOWING 3 PARCELS OF LAND:

(A) THE RIGHT-OF-WAY OF U. S. HIGHWAY #30

(B) BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, 1113.88 FEET NORTH OF THE POINT OF INTERSECTION OF THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION WITH THE NORTH RIGHT-OF-WAY LINE OF U. S. 30; THENCE WEST AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY, 275 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, 71.89 FEET; THENCE EAST 275 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 70.1 FEET TO THE PLACE OF BEGINNING.

(C) BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19, 1118.88 FEET NORTH OF THE POINT OF INTERSECTION OF THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, WITH THE NORTH RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE WEST AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY 275 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 75.92 FEET; THENCE EAST 275 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 74.77 FEET TO THE PLACE OF BEGINNING.

TAX ID: 53-5-7, UNIT #43

PROPERTY ADDRESS: 40 ACRES OF VACANT LAND AT NWC OF ROUTES 30 & 51, HOBART, INDIANA

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED
HEREIN

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Bank Calumet National Association on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on Bank Calumet National Association, 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. Bank Calumet National Association, personally is not a "Transferor" 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 its instrument.