

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MORRIS W. CANTON

**RECORDATION REQUESTED BY:**

**PINNACLE BANK  
8400 LOUISIANA  
MERRILLVILLE, IN 46410**

**WHEN RECORDED MAIL TO:**

**PINNACLE BANK  
8400 LOUISIANA  
MERRILLVILLE, IN 46410**

**SEND TAX NOTICES TO:**

**LAKE COUNTY TRUST COMPANY  
, IN**

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This Document is the property of  
the Lake County Recorder!**

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE  
ONLY**

**ASSIGNMENT OF RENTS**

**THIS ASSIGNMENT OF RENTS IS DATED APRIL 16, 1998, between LAKE COUNTY TRUST COMPANY, whose address is , , IN , AS TRUSTEE, UNDER THE TERMS AND PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED APRIL 26, 1993 AND KNOWN AS TRUST NO. 4426 (referred to below as "Grantor"); and PINNACLE BANK, whose address is 8400 LOUISIANA, MERRILLVILLE, IN 46410 (referred to below as "Lender").**

**ASSIGNMENT. For valuable consideration, Grantor assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in LAKE County, State of Indiana:**

**SEE ATTACHED EXHIBIT "A"**

**The Real Property or its address is commonly known as THE MEADOWS, VILLAGES OF FOUR SEASONS; LAKES OF THE FOUR SEASONS; AND THE POINTE, CROWN POINT, IN 46307.**

**DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.**

**Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.**

**Borrower. The word "Borrower" means SEASONS DEVELOPMENT CORPORATION.**

**Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."**

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**Grantor.** The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, including, but not limited to, attorneys' fees, cost of collection and costs of foreclosure, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. **Specifically, without limitation, this Assignment secures a revolving line of credit, under which Lender may make future obligations and advances to Borrower so long as Borrower complies with all the terms of the Note. Such future obligations and advances, and the interest thereon, are secured by this Assignment whether such obligations and advances arise under the Note, this Assignment or otherwise. This Assignment also secures all modifications, extensions and renewals of the Note, the Assignment or any other amounts expended by Lender on Grantor's behalf as provided for in the Assignment. This Assignment secures, in addition to the amounts specified in the Note, future obligations and advances in the amount of \$2,012,000.00, together with all interest thereon, whether such obligations and advances arise under the Note, this Assignment or otherwise, which future obligations and advances Lender is obligated to make so long as Borrower complies with all the terms and conditions of the Note or other loan agreement; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$2,012,000.00. This Assignment also secures all modifications, extensions and renewals of the Note, the Assignment, or any other amounts expended by Lender on Grantor's behalf as provided for in this Assignment.**

**Lender.** The word "Lender" means PINNACLE BANK, its successors and assigns.

**Note.** The word "Note" means the Promissory Notes or credit agreements dated April 16, 1998, in the original amounts of \$1,000,000.00, \$700,000.00, and \$312,000.00 from Grantor to Lender.

**Property.** The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Assignment and to hypothecate the Property; (c) the provisions of this Assignment do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**BORROWER'S WAIVERS AND RESPONSIBILITIES.** Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Document, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS.** With respect to the Rents, Grantor represents and warrants to Lender that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

**LENDER'S RIGHT TO COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Indiana and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or



(c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the Indebtedness.

**Compliance Default.** Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Assignment or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Assignment, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

**Other Defaults.** Failure of Grantor or Borrower to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor or Borrower and Lender.

**Insolvency.** The dissolution or termination of Grantor or Borrower's existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith deems itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision

or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Assignment has been delivered to Lender and accepted by Lender in the State of Indiana. This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana.

**Multiple Parties; Corporate Authority.** All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Assignment. Where any one or more of the Grantor or Borrowers are corporations, partnerships or similar entities, it is not necessary for Lender to inquire into the powers of any of the Grantor or Borrowers or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**ADDITIONAL EVENT OF DEFAULT.** WITH RESPECT TO EACH GUARANTOR, JEROME M. SILVERMAN, STEVEN OKRENT, AND MARC E. SILVERMAN, IF ANY GUARANTOR DIES A RESIDENT OF THE STATE OF FLORIDA, THE BANK MAY FILE A CONTINGENT CLAIM IN HIS ESTATE AND DEFAULT WILL BE DEEMED TO OCCUR 180 DAYS FROM THE DATE OF HIS DEATH.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**  
**LAKE COUNTY TRUST COMPANY**





It is expressly understood and agreed that this Assignment of Lease and Rents is executed by the LAKE COUNTY TRUST COMPANY herein designated as Trustee not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing herein or in said mortgage contained shall be construed as creating any liability on the LAKE COUNTY TRUST COMPANY herein designated as Trustee, either individually or as Trustee aforesaid, personally to pay the said mortgage or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as the LAKE COUNTY TRUST COMPANY herein designated as Trustee, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said mortgage and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises described herein for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said mortgage provided or by action to enforce the personal liability of the guarantor if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, 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. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation 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.

(Page 1 of 2 pages of Trustee's Signature page)

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has cause these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 16th day of April, 1998.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement April 26, 1993, and known as Trust No. 4426

Document is  
NOT VALID  
BY: Elaine M. Worstell  
Elaine M. Worstell, Trust Officer

ATTEST:

BY: Kathy Hathaway  
Kathy Hathaway, Assistant Secretary

This Document is the property of  
the Lake County Recorder!

STATE OF INDIANA )  
)SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 16th day of April, 1998.

Leah Susanne Anderson  
Leah Susanne Anderson-Notary Public

My Commission Expires: 4-7-99

Resident: Lake County, Indiana



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**RECORDING PAGE**



Commitment No. CM 216274

**LEGAL DESCRIPTION**  
(continued)

Recorder of Lake County, Indiana, being more particularly described as follows: Commencing at a point on the West line and 520 feet South of the North line of said Tract 14, thence South 89 degrees 21 minutes 19 seconds East and parallel with the North line of said Tract 14, a distance of 710 feet; thence North 00 degrees 00 minutes 00 seconds East, 10.02 feet; thence South 43 degrees 37 minutes 53 seconds East 435.56 feet; thence South 46 degrees 32 minutes 07 seconds West, 298.92 feet to a point of curve; thence Westerly, along a curve to the right with a radius of 224.84 feet for a distance of 194.06 feet to a point of tangent; thence North 90 degrees 00 minutes 00 seconds West 628.30 feet to the West line of said Tract 14; thence North 00 degrees 00 minutes 00 seconds East, 589.87 feet to the place of beginning, except that part of the aforescribed tract lying within the recorded plat of "The Pointe", as per plat thereof, recorded in Plat Book 83 page 53, in the Office of the Recorder of Lake County, Indiana.

**NOT OFFICIAL!**

PARCEL "H": Part of Tract 14 in Lakes of the Four Seasons Unit No. 2, as per plat thereof, recorded in Plat Book 37 page 76, in the Office of the Recorder of Lake County, Indiana, being more particularly described as follows: Commencing at the Northeast corner of Lot 621, in said Lakes of the Four Seasons, Unit No. 2; thence North 43 degrees 37 minutes 33 seconds West, 190 feet to the true place of beginning of this parcel; thence North 46 degrees 22 minutes 07 seconds East 60 feet; thence Northwesterly along a curve to the left with a radius of 150 feet for a distance of 11.45 feet; thence North 00 degrees 08 minutes 54 seconds East, 241.03 feet, more or less, to a point 400 feet South of the North line of Tract 14; thence North 89 degrees 21 minutes 19 seconds West and parallel to the North line of Tract 14, 601.19 feet more or less to a point 720 feet West of the West line of Tract 14; thence South 00 degrees 00 minutes 00 seconds West, 109.98 feet; thence South 43 degrees 37 minutes 53 seconds East, 435.56 feet, thence North 46 degrees 22 minutes 07 seconds East 190 feet; thence Easterly along a curve to the right with a radius of 90 feet for a distance of 141.32 feet to the place of beginning.

PARCEL "I": Lots 1 through 39, both inclusive and Outlots "A", "B", "C", "D", "E", "F", "G" and "H" in The Pointe, as per plat thereof, recorded in Plat Book 83 page 53, in the Office of the Recorder of Lake County, Indiana.

END OF SCHEDULE A

Commitment No. CM 216274

## LEGAL DESCRIPTION

PARCEL "D": Lot 14, Units A and B, Lot 15, Units A and B, Lot 16, Units A and B, Lot 17, Units A and B, Lot 18, Units A and B, Lot 19, Units A and B, Lot 20, Units A and B, and Lot 21, Units A and B, in The Meadows, Villages of Four Seasons, as per plat thereof, recorded in Plat Book 59 page 43, in the Office of the Recorder of Lake County, Indiana, except that part of the aforescribed tract lying within the recorded plat of "The Pointe", as per plat thereof, recorded in Plat Book 83 page 53, in the Office of the Recorder of Lake County, Indiana.

PARCEL "E": Part of Tract 14 in Lakes of the Four Seasons, Unit No. 2, as per plat thereof, recorded in Plat Book 37 page 76, in the Office of the Recorder of Lake County, Indiana, being more particularly described as follows: Commencing at a point on the West line and 1109.87 feet South of the North line of said Tract 14; thence South 00 degrees 00 minutes West, 361.94 feet, more or less, to a point 37.73 feet North of the South line of said Tract 14; thence North 90 degrees 00 minutes 00 seconds East, a distance of 460 feet to the true place of beginning of the land herein described; thence continuing North 90 degrees 00 minutes 00 seconds East, a distance of 224.13 feet; thence South 46 degrees 22 minutes 00 seconds West, 54.86 feet to the South line of said Tract 14; thence East along the South line of said Tract 14, 72.46 feet; thence North 46 degrees, 22 minutes 07 seconds East, 236.26 feet; thence North 43 degrees 37 minutes 53 seconds West, 280.0 feet; thence North 12 degrees 58 minutes 13 seconds West, 41.42 feet; thence Westerly, along a curve to the right with radius of 254.84 feet, a distance of 57.69 feet; thence North 90 degrees 00 minutes 00 seconds West, 168.31 feet; thence South 00 degrees 00 minutes 00 seconds West, 361.94 feet to the place of beginning, except that part of the aforescribed tract lying within the recorded plat of "The Pointe", as per plat thereof, recorded in Plat Book 83 page 53, in the Office of the Recorder of Lake County, Indiana.

PARCEL "F": Part of Tract 14, in Lakes of the Four Seasons Unit No. 2, as per plat thereof, recorded in Plat Book 37 page 76, in the Office of the Recorder of Lake County, Indiana, being more particularly described as follows: Commencing at a point on the West line and 1109.87 feet South of the North line of said Tract 14; thence South 00 degrees 00 minutes 00 seconds West, 361.94 feet more or less to a point 37.73 feet North of the South line of Tract 14; thence North 90 degrees 00 minutes 00 seconds East 460.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 361.94 feet; thence North 90 degrees 00 minutes 00 seconds West, 460.00 feet to the place of beginning, except that part of the aforescribed tract lying within the recorded plat of "The Pointe", as per plat thereof, recorded in Plat Book 83 page 53, in the Office of the Recorder of Lake County, Indiana.

PARCEL "G": Part of Tract 14 in Lakes of the Four Seasons Unit No. 2, as per plat thereof, recorded in Plat Book 37 page 76, in the Office of the

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