

STATE OF INDIANA  
LAKE COUNTY  
Location: Highland Grove Shopping Center  
Outlot 2 (Phase 2)  
Highland, Indiana

98027727

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Store No.: 1706

COLLATERAL ASSIGNMENT OF TENANT'S RIGHTS IN LEASE

THIS COLLATERAL ASSIGNMENT OF TENANT'S RIGHTS IN LEASE (this "Assignment") is made as of the 1ST day of OCTOBER, 1996 by EINSTEIN/NOAH BAGEL CORP., f/k/a Einstein Bros. Bagels, Inc., a Delaware corporation ("Borrower"), to BANK OF AMERICA ILLINOIS, as Agent for the Lenders (herein, together with its successors and assigns in such capacity, called "Agent").

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Document is  
NOT OFFICIAL!  
WITNESSETH:

WHEREAS, Lenders now and from time to time hereafter shall make loans, advances and/or financial accommodations to or for the benefit of Borrower pursuant to a certain Secured Credit Agreement dated as of May 17, 1996, among Borrower, Lenders, and Agent (which agreement, together with all renewals, amendments or replacements, is referred to as the "Credit Agreement"; terms used herein and not otherwise defined herein shall have the meaning assigned thereto in the Credit Agreement); and

WHEREAS, Borrower has entered into a commercial lease with OPUS NORTH CORPORATION, AN ILLINOIS CORPORATION ("Landlord") dated JUNE 28, 1996 for occupancy of the property commonly known as HIGHLAND GROVE SHOPPING CENTER, OUTLOT 2 (PHASE 2), HIGHLAND, INDIANA and legally described on Exhibit A attached hereto and made a part thereof (the "Premises") (which lease, together with all renewals, amendments, or replacements, all of the Borrower's rights and remedies thereunder, and all proceeds payable under any policy of insurance covering loss resulting from untenability caused by destruction or damage to the Premises, is hereinafter referred to as the "Lease"). The Lease is additional security for all of Borrower's obligations to Agent or Lenders arising under or in connection with the Credit Agreement and the other Loan Documents (the "Liabilities").

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignment. In order to induce Lenders to make advances under the Credit Agreement and as additional security for the payment of the Liabilities and for the performance and observance of all the agreements contained herein, in the Credit Agreement and in the other Loan Documents, Borrower does hereby set over, and transfer to Agent, upon the terms and conditions hereinafter contained, a continuing collateral security interest in the Lease, together with all the right, title and interest of Borrower

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therein and thereto, to have and to hold the same unto Agent, its successors and assigns, forever, or for such shorter period as hereinafter may be indicated, as additional security for the payment of the Liabilities and for the performance and observance of all the agreements contained in the Credit Agreement.

2. Warranties, Representations and Covenants. Borrower hereby covenants, represents, warrants and agrees as follows:

A. At all times, but not more than two times per year unless there has been an Event of Default, Agent shall have the right to verify the validity, amount of or any other matter relating to the Lease, by mail, telephone, telegraph or otherwise, in the name of Borrower, Agent, any or all of the Lenders, a nominee of Agent, or any or all of said names, all in accordance with the terms and conditions of the Lease.

B. Unless Agent notifies Borrower in writing that it dispenses with any one or more of the following requirements, Borrower shall: (i) inform Agent, in writing, of any assertion of any material defaults, claims, offsets or counterclaims under the Lease; and (ii) not permit or agree to any termination or surrender, or to any material extension, settlement or amendment or modification of, the Lease.

C. The Lease is in full force and effect; a complete and correct copy of the Lease has been furnished to Agent: Borrower is the Lessee under the Lease and has good right to collaterally assign its interest in the same (Subject, however, to the rights, if any, of the Landlord to consent to such collateral assignment); no other person, firm or corporation has any right, title or interest therein except as expressly set forth herein; and Borrower has not previously sold, assigned, transferred, mortgaged or pledged its interest in the Lease to any other person or entity, except for any sublease described in Schedule 2C hereto.

D. Borrower has and shall: (i) observe, perform and discharge, duly and punctually, all the obligations, terms, covenants, conditions and warranties of the Lease, on the part of Borrower to be kept, observed and performed, if any such failure to keep, observe or perform could result in the termination of the Lease; and (ii) give prompt notice to Agent of any failure on the part of Borrower to observe, perform and discharge same. Borrower has and shall: (i) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the lease or the obligations, duties or liabilities of Borrower and/or Landlord thereunder; (ii) upon request by Agent, will do so in the name and behalf of Agent but at the expense of Borrower; and (iii) pay all costs and expenses of Agent, including reasonable attorneys' fees in any action or proceeding in which Agent may appear.

E. Borrower has entered or will enter into occupancy of the premises in accordance with the terms and conditions of the Lease; to the best of Borrower's knowledge; Landlord has completed, or will complete within the time period provided in the Lease, all improvements required by the terms of the Lease; and to the best of

Borrower's knowledge, the Premises are , or will be within the due course of construction completion, open for the use of Borrower, its customers, employees and invitees.

F. Neither Lenders nor Agent shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Premises nor shall Lenders or Agent assume any obligation, duty or liability under the Lease.

G. Borrower hereby agrees to indemnify and hold Agent and Lenders harmless of, from and against any and all liability, loss, damage or expense which Agent or Lenders may or might incur by reason of this Agreement. Should Agent or Lenders incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees) shall be payable by Borrower immediately upon demand, shall bear interest (at the rate due on monies after a default) from the date of payment by Agent or Lenders thereof until repaid by Borrower, and shall be secured hereby.

H. The failure of Agent to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times, shall not be construed or deemed to be a waiver by Agent of any of its rights and remedied hereunder. The rights and remedies of Agent under this Assignment are and shall be cumulative and in addition to any and all rights and remedies available to Agent or Lenders under the Credit Agreement.

I. Upon payment in full of all of the Liabilities, this Assignment shall become and be void and of no further effect, and Agent shall, upon demand by Borrower, execute a release to be filed of record.

J. This Assignment was executed and delivered in, and, except as otherwise specifically stated in any given paragraph hereof, shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

3. Power of Attorney. Upon the occurrence of and Event of Default under the terms of the Credit Agreement, Borrower further irrevocably appoints Agent as Borrower's attorney-in-fact to exercise any or all of Borrower's rights in, to and under the Lease and to do any or all other acts, in Borrower's name or in the Agent's own name, that Borrower could do under the Lease, with the same force and effect as if this Assignment had not been made.

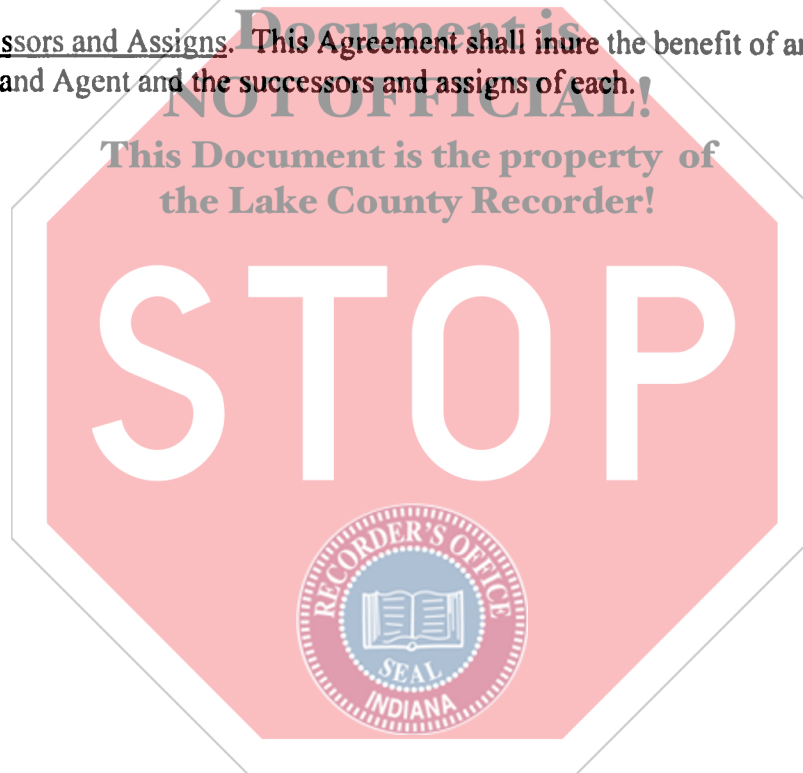
4. Exercise of Rights. Upon the occurrence of and Event of Default under the terms of the Credit Agreement, Agent in its sole discretion, may do any one or more of the following, subject to the terms and conditions in the Lease:

A. Enter upon, take possession of, manage and operate the Premises or any part thereof pursuant to the terms and conditions of the Lease, and Borrower agrees to surrender possession of the same.

B. If such Event of Default under the Credit Agreement occurs due to Borrower's default under the Lease, Agent may cure any such default under the Lease within the curative times provided in the Lease, or any longer period granted to Agent by Landlord.

C. Exercise any and all rights and remedies afforded to Agent or Lenders under the Credit Agreement, the other Loan Documents and the Uniform Commercial Code and any and/all other applicable provisions of law, including the right to sell Borrower's interest in the Lease at a public or private sale.

5. Successors and Assigns. This Agreement shall inure the benefit of and be binding on Borrower and Agent and the successors and assigns of each.



IN WITNESS WHEREOF, this Agreement has been duly exercised the day and year first above written.

EINSTEIN/NOAH BAGEL CORP.,  
a Delaware corporation

By: Paul A. Strasen  
PAUL A. STRASEN  
Its: Vice President

[CORPORATE SEAL]

Attest: Joel M. Alam  
JOEL M. ALAM  
Its: Secretary

STATE OF COLORADO )  
COUNTY OF JEFFERSON )  
This Document is the property of  
The Lake County Recorder!

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PAUL A. STRASEN, personally known to me to be the Vice President of EINSTEIN/NOAH BAGEL CORP., a Delaware corporation, and JOEL M. ALAM, personally known to me to be the Secretary of said corporation, and 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 severally acknowledged that as such Vice President and Secretary, they signed, sealed and delivered said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their 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 official seal, this 1ST day of OCTOBER, 1996.

Julie R. Rigazio  
Notary Public

My commission Expires: 9-14-98  
This Instrument Prepared In Chicago, Illinois by

McDermott, Will & Emery  
227 West Monroe Street  
Chicago, IL 60606

JULIE R. RIGAZIO  
NOTARY PUBLIC, STATE OF COLORADO

EXHIBIT A

[ATTACHED TO AND MADE A PART OF A COLLATERAL ASSIGNMENT OF  
TENANT'S RIGHTS IN LEASE DATED OCTOBER 1, 1996 BETWEEN  
EINSTEIN/NOAH BAGEL CORP. AND BANK OF AMERICA ILLINOIS, AS  
AGENT FOR LENDERS]

STORE NO: 1706

ADDRESS: HIGHLAND GROVE SHOPPING CENTER  
OUTLOT 2 (PHASE 2)  
HIGHLAND, ILLINOIS

PERMANENT TAX INDEX NUMBER:

LEGAL DESCRIPTION: the Lake Attached



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, 412.37 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 6 degrees 35 minutes 28 seconds East, 248.52 feet; thence North 7 degrees 04 minutes 45 seconds East, 376.08 feet; thence North 19 degrees 51 minutes 46 seconds East, 49.57 feet; thence North 5 degrees 34 minutes 48 seconds East, 60.00 feet; thence North 41 degrees 03 minutes 43 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, 565.38 feet to a point on the East line of said Lot, mid 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, 421.64 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, 33.33 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 79 degrees 17 minutes 19 seconds West, 466.69 feet; thence North 1 degree 08 minutes 49 seconds East, 220.11 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 Southeastly, 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 Southeastery, on a curve, tangent to the last described course, concave Northeastery, 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, perpendiculary 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:

**Document is**  
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 29 SECONDS WEST, ALONG A WESTERLY LINE OF SAID LOT 1, 1228 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 20 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 248.52 FEET; THENCE NORTH 82 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 31, 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 24 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, 124.19 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 49 SECONDS EAST, ALONG A WESTERLY LINE OF SAID LOT 1, 124.19 FEET; THENCE CONTINUING ON THE EAST DESCRIBED COURSE NORTH 01 DEGREES 08 MINUTES 49 SECONDS EAST, 97.61 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 11 SECONDS EAST, 10.00 FEET; THENCE NORTH 01 DEGREES 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 2, 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 84 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, 136.72 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.