

DOCUMENT NO.

**REAL ESTATE MORTGAGE**

(Includes Cross Collateral and Future Advance Provisions)

Roehl Properties of Indiana LLC, an Indiana limited liability company ("Mortgagor",

whether one or more) mortgages, conveys and warrants to U.S. Bank National Association ("Lender") in consideration of and as security for:

the sum of Two Million Five Hundred Thousand -----

\_\_\_\_\_ Dollars  
(\$ 2,500,000.00 ) loaned or to be loaned to Roehl Properties of Indiana LLC

\_\_\_\_\_ ("Borrower"), whether one or more, and/or

accommodations provided or to be provided by Lender to third parties in reliance on the guaranty of Mortgagor,

(If no box marked, both shall apply.)

evidenced by Borrower's notes, other agreements or guaranties of Mortgagor, the real estate described below, together with all existing and future privileges, fixtures, hereditaments, improvements, appurtenances, rents, room charges, leases, issues and profits, government entitlements, all claims, and all awards and payments made as a result of the exercise of the right of eminent domain or any other injury to or decrease in the value of the real estate (all called the "Property"). This Mortgage is also given to secure any extensions and/or renewals of the notes, guaranties or agreements and the payment of any and all other sums advanced hereunder or secured by this Mortgage as further described and permitted in Paragraph 4 below, for any reason, and to secure performance of the covenants, conditions and agreements contained herein or in any note, guaranty, agreement or other evidence of any Obligation (as hereinafter defined).

1. Description of Property. (The Property is not the homestead of Mortgagor.)  
(is)(is not)

The real estate is described in Exhibit A attached hereto.

Recording Area

Name and Return Address

Galanis, Pollack & Jacobs, S.C.  
Two Plaza East, Suite 560  
330 E. Kilbourn Avenue  
Milwaukee, WI 53202

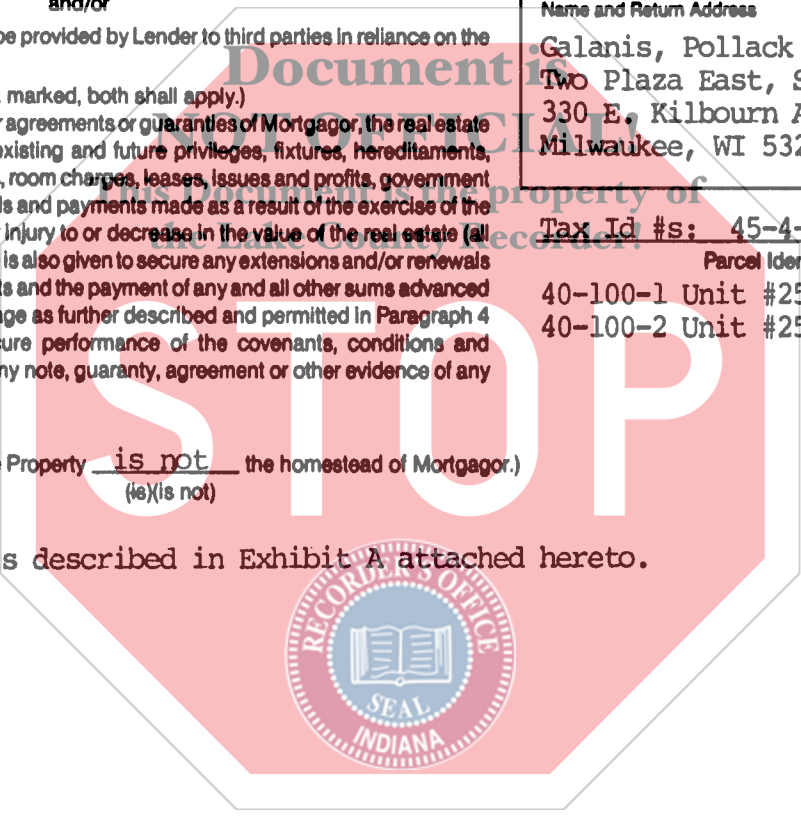
Tax Id #s: 45-4-1 Unit #25;

Parcel Identification No. . .

40-100-1 Unit #25; and  
40-100-2 Unit #25.

98029622

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
APR 27 AM 10:00



(If a common street address is shown with any legal description it is for informational purposes only and shall not limit or affect said description)

- If checked here, description is contained on attached Exhibit "A".
- If checked here, this Mortgage is a purchase money mortgage.
- If checked here, this Mortgage is a "Construction Mortgage" pursuant to sec. 409.313(1)(a), Wis. Stats. in that it secures an Obligation (as hereinafter defined) incurred for the construction of an improvement on land including the cost of land, or secures an Obligation incurred to refinance a Construction Mortgage.
- If checked here, Condominium Rider is attached hereto.

FC 22095

**HOLD FOR FIRST AMERICAN TITLE**

Initials of Borrower \_\_\_\_\_  
Initials of Lender \_\_\_\_\_

Handwritten initials: MUD, TA, JN

**2. Warranties. Mortgagor warrants:**

(a) Title. Clear and marketable title to the Property without the execution hereof by any other person excepting only restrictions and easements of record, zoning and other governmental ordinances and building restrictions, current taxes and assessments not yet due and: \_\_\_\_\_

(If blank there are no others) and shall defend such title against all claims and shall on demand execute and deliver to Lender any additional instrument necessary to convey to Mortgagee the title described above; and

(b) Environmental Laws. Mortgagor has obtained all permits, licenses and other authorizations which are required under federal, state and local laws and regulations relating to emissions, discharges, releases of pollutants, contaminants, hazardous or toxic materials, or wastes into ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or hazardous or toxic materials or wastes ("Environmental Laws") at the Property or in connection with the operation of the Property. Except as previously disclosed to the Lender in writing, (1) Mortgagor and all activities of Mortgagor at the Property comply with all Environmental Laws and with all terms and conditions of any required permits, licenses and authorizations applicable to Mortgagor with respect thereto; (2) the Mortgagor is also in compliance with all limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in Environmental Laws or contained in any plan, order, decree, judgment or notice of which Mortgagor is aware; and (3) Mortgagor is not aware of, nor has Mortgagor received notice of, any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with, or which may give rise to any liability under, any Environmental Laws.

**3. Escrow.** If an escrow is required, interest will not be paid on escrowed funds required under Paragraph 8(a) below.  
(~~will~~)(will not)

**4. Present and Future Advances and Mortgage as Security.** The term "Obligor" as used herein shall include without limitation the Mortgagor, Borrower, maker, co-maker, endorser and/or guarantor of any of the Obligations (as hereinafter defined). The term "Obligation(s)" as used herein shall include, without limitation, all of the debts, notes, agreements, guaranties, obligations and liabilities of whatever nature or amount (and any extension, renewals or modifications thereof), lost opportunity costs, post-judgment costs, disbursements, and actual attorneys' fees and interest on interest arising out of credit or other financial accommodation previously granted, contemporaneously granted or granted in the future by Lender to or at the request of any Obligor, the performance of all covenants, conditions and agreements contained in this Mortgage or in any evidence of or document relating to any of the foregoing, and actual costs and expenses of collection or enforcement of the Obligations to the extent not prohibited by the Wisconsin Consumer Act. This Mortgage shall continue to be a lien on the Property while any Obligations of any Obligor to Lender remain unpaid regardless of when such Obligations arose, until such time as this Mortgage is released or satisfied of record. Since this Mortgage secures all Obligations of any Obligor to Lender, it is acknowledged it may secure Obligations in a greater dollar amount than the amount stated in this Mortgage and recording this Mortgage constitutes notice that the amount set out above may not be the actual amount of the Obligations due Lender. Any advance under this Mortgage shall be discretionary at the sole option of Lender, unless otherwise agreed in writing by Lender.

**5. Taxes and Other Charges.** To the extent not paid to Lender under Paragraph 8(a), Mortgagor shall pay when they become due and shall deliver to Lender receipts showing the timely payment thereof all taxes, special and other assessments and charges which may be levied or assessed against the Property by virtue of any law, ordinance or assessment now or hereafter in force upon or against the Property, or against Lender or upon this Mortgage, or the Obligations secured by this Mortgage, or upon Lender's interest in the Property.

**6. Insurance.** Mortgagor shall keep the improvements, fixtures, and appurtenances on the Property insured against direct or indirect loss or damage occasioned by fire, extended coverage perils and such other hazards as Lender may require, through insurers satisfactory to Lender, in amounts without co-insurance at least equal to the full replacement value of the improvements, fixtures and appurtenances on Property, and shall pay the premiums when due. The policies shall contain the standard mortgagee loss payee clause in favor of Lender (which clause shall identify Lender as "mortgagee loss payee") and each such insurer is hereby authorized and directed to make payments for loss directly to Lender unless Lender otherwise agrees in writing. The originals of all policies covering the Property shall be deposited with Lender. Mortgagor shall promptly give notice of loss to insurer and Lender. All proceeds from such insurance shall be applied, at Lender's option, either to any of the Obligations (without prepayment penalty) or to the restoration of improvements, fixtures and appurtenances on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of all or part of the Obligations, all right, title and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee.

**7. "Due on sale" and No Transfer.** In the event that without Lender's prior written consent the Property or any part thereof either is sold, assigned, leased, mortgaged, conveyed or otherwise transferred, or any legal or equitable interest or title in all or part of the Property vests in any person or entity other than the Mortgagor, for any reason whatsoever, including, without limitation, by virtue of the Wisconsin Marital Property Act, all Obligations shall become immediately due and payable at Lender's option. Lender may, without notice to Mortgagor, deal with any transferee or with his interest in the same manner as with Mortgagor, without in any way discharging Mortgagor's or any Obligor's liability or the Obligations. In the event there is a transfer or conveyance of any interest in the Property as described above, Lender shall be entitled to all payments and/or consideration due to Mortgagor pursuant to or by virtue of that transfer or conveyance; this paragraph shall not in any manner be construed to limit any of the rights or remedies of Lender, nor shall it in any manner be construed to imply or otherwise indicate that Lender consents to any such transfer.

**8. Covenants of Mortgagor.** Prior to the release or satisfaction of this Mortgage, Mortgagor will, unless otherwise agreed in writing by Lender:

(a) Escrow. If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;

(b) Condition and Repair. Keep the Property in good, tenable condition and repair; rebuild, restore or replace damaged or destroyed improvements, fixtures and appurtenances; and pay all charges for repairs and any and all expenses incident to the Property so that no lien may be created against the Property, and exhibit upon demand evidence of such payment at Lender's office;

Initials of Borrower \_\_\_\_\_

Initials of Lender \_\_\_\_\_

(c) Liens. Keep the Property free from interests, liens and encumbrances except the lien of this Mortgage and any exceptions set forth in Paragraph 2(a) above, pay or cause to be paid when they become due all indebtedness which may be secured by a lien on the Property superior to the lien of this Mortgage and deliver to Lender receipts showing the timely payment thereof;

(d) Waste. Not commit or permit waste upon the Property;

(e) Alteration or Removal. Not remove, demolish or materially alter any part of the Property except Mortgageor may remove a fixture provided the fixture is promptly replaced with another fixture of at least equal utility and quality;

(f) Ordinances and Inspection. Comply with all laws, ordinances and regulations affecting the Property and permit Lender or its authorized representatives to enter the Property at reasonable times to inspect it and at Lender's option repair or restore it;

(g) Environmental Indemnity. Comply with all applicable Environmental Laws and obtain permits, licenses or similar approvals required by any such Environmental Laws. Mortgageor will indemnify, defend and hold the Lender harmless from and against any claims, losses or damages to which the Lender may be subjected as a result of any past, present or future existence, use, handling, storage, transportation or disposal of any hazardous waste or substance or toxic substance by Mortgageor or on the Property, and all such claims, losses and damage shall be part of the Obligations. This indemnification provision shall survive the satisfaction of this Mortgage and payment of the Obligations.

(h) Subrogation. Lender is hereby subrogated to all rights, remedies, claims and liens of any person or any Obligor arising in whole or part from the proceeds of any portion of any Obligation. Lender is also subrogated to the lien of any mortgage, other lien or security interest discharged in whole or in part by any portion of the proceeds of any Obligation;

(i) Condemnation. Pay to Lender all compensation and awards received from (1) any governmental authority or other lawful authority for any taking as a result of the exercise of the right of eminent domain or other condemnation proceedings (including payments in compromise thereof) or (2) any private person for any loss, taking, diminution, or damages (whether temporary or permanent) to all or part of the Property. Mortgageor hereby assigns such awards and damages to Lender which is hereby authorized to collect and receive the same from such authorities. Such awards and damages shall be applied as Mortgage determines to rebuilding the Property or any Obligations (without prepayment penalty);

(j) Change in Use. Not cause or permit any change to be made in the general nature of the occupancy of the Property;

(k) Zoning. Not initiate or acquiesce in any zoning reclassification; and

(l) Adverse Possession. Not permit use of the Property which with the passage of time could result in the creation of any right of user or claim of adverse possession or easement on, to or against any part of the Property.

**9. Default, Acceleration, Remedies.** Any one of the following events shall constitute a default of this Mortgage and of any and all Obligations, unless waived in writing by Lender:

(a) A failure by any Obligor to make payment on any Obligation when due;

(b) If any representation or warranty made in this Mortgage or otherwise to induce Lender to extend credit to any Obligor is false in any material respect when made;

(c) Any Obligor or a surety for any Obligation dies or ceases to exist;

(d) Mortgageor fails to observe or perform or breaches any of the covenants or agreements contained in this Mortgage;

(e) The breach of any term in any evidence of or documents relating to any Obligation or other agreement of any Obligor;

(f) The breach of any term of any Construction Loan Agreement relating to the Property to which Lender is a party;

(g) The default by Mortgageor, as lessor, vendee or tenant, under lease of or contract with respect to the Property;

(h) Any act done or permitted by any Obligor whereby the Property shall be damaged, diminished, or impaired;

(i) If any Obligor shall (1) apply for or consent to the appointment of a receiver or trustee for any Obligor or any of Obligor's assets, (2) be unable or admit in writing an inability to pay debts as they mature, (3) make a general assignment for the benefit of creditors, (4) be adjudicated a bankrupt or insolvent, or an order for relief is entered against any Obligor, (5) file a voluntary petition seeking reorganization or an arrangement with creditors or take advantage of any insolvency law or answer admitting the material allegations of a petition filed against any Obligor in any bankruptcy, reorganization or insolvency proceeding, or (6) take any action for the purpose of effecting any of the foregoing;

(j) Any event which causes Lender to deem itself insecure;

(k) If Mortgageor is a corporation, then (1) a transfer or sale by Mortgageor or shareholders of Mortgageor of a majority of the issued and outstanding stock of any class or type of Mortgageor for any reason, or (2) the issuance by Mortgageor of stock of any class or type to any person or in any manner so as to change the now existing proportionate ownership and control interests of the existing shareholders of Mortgageor;

(l) If Mortgageor is a limited liability company, then a transfer or sale by Mortgageor or members of Mortgageor of a majority of the interests of a member or members for any reason so as to change the now existing management or proportionate ownership and control interests of the existing membership of the Mortgageor.

(m) If Mortgageor is a partnership, then any change in the identity or proportionate interest or control of its partners; or

(n) If Mortgageor is an individual, then the death of the spouse of any Obligor or any change in marital status or domicile of any Obligor.

Upon the occurrence of an event of a default, all Obligations including all amounts which may be or have been advanced by Lender to protect the security of this Mortgage shall, at the option of Lender and without notice, (notice hereby being expressly waived) become due and payable immediately and Lender may collect same in a suit at law and/or by foreclosure of this Mortgage by action or by the exercise of any other remedy available at law or equity now existing or existing at the time of default and the judgment or decree in any action shall include all Obligations together with interest at the default interest rates in the evidences(s) of the Obligations. Mortgageor consents to venue for any such legal proceedings, at Lender's option, in the county in which (i) Lender has its principal office, (ii) Mortgageor or the Property (or any part thereof) is located, or (iii) this Mortgage was executed.

**10. Authority of Lender to Perform for Mortgageor; Power of Attorney.** If Mortgageor fails to perform any covenants or agreements as herein set forth, Lender may, at its sole option and discretion, perform or cause them to be performed, including without limitation, signing Mortgageor's name. Any amounts paid by Lender pursuant hereto shall bear interest at the highest interest rate of any Obligation, computed from the date of Lender's expenditure to date of Mortgageor's repayment and be secured by this Mortgage. Mortgageor shall repay on demand any such amounts so paid by Lender. Lender has no duty to inquire as the validity of any charges, tax, assessment, tax title or other claim or expense against the Property, and a receipt for payment thereof shall be conclusive of their validity and amount. Mortgageor appoints any officer of Lender as Mortgageor's attorney, with full power to sign Mortgageor's name on any instrument evidencing an Obligation, or any renewals or extensions thereof and to execute any other request, document or instrument in connection with the exercise of any right or remedy granted pursuant to this Mortgage or by law. All acts of such attorney are ratified and approved and neither the Lender nor the attorney shall be liable for any act or omission or for any error of judgment or mistake of fact or law. This power is irrevocable and is coupled with an interest.

Initials of Borrower \_\_\_\_\_

Initials of Lender \_\_\_\_\_

11. **Lien and Set Off of Mortgagor's Credit Balance.** Unless a security interest or lien is prohibited by law or would render a nontaxable account taxable, Mortgagor grants Lender a security interest in and lien upon, without any limitation, any property, credit balance, escrow or other money, now or hereafter owed Mortgagor by Lender; and, in addition, Mortgagor agrees that Lender may at any time upon the occurrence of an event of default without notice or demand set off against any such property, credit balance, escrow, or other money, any Obligations whether due or not.

12. **Power of Sale.** In the event of foreclosure, it shall be lawful for Lender to cause the Property to be sold at public sale and cause execution and delivery to purchasers of deeds(s) of conveyance pursuant to statute.

13. **Waiver.** Lender may waive any default without waiving any other subsequent or prior default by any Obligor. No failure or delay of Lender to exercise any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Lender of any such right preclude any other or further exercise thereof, or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

14. **Assignment of and Entitlement to Rents and Leases.** As additional security for the Obligations, Mortgagor hereby assigns, sells, transfers, demises and sets over to Lender all rents, room charges, issues, profits and leases now or hereafter due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the Property. Lender may, at its sole option without any prior approval of Mortgagor, notify any or all tenants to pay directly to Lender all rents, issues, and profits arising out of the Property, and all payments required to be made pursuant to or by virtue of any lease agreement(s). Lender may apply same, at its option and without regard to priority to application, to payment of taxes, insurance premiums, operating expenses, attorney's and accountant's fees and expenses, and on the principal and interest of any Obligation, after deduction of a reasonable fee for services rendered in collection and management. This assignment shall continue until all Obligations secured by this Mortgage have been fully paid and satisfied. Lender shall be entitled to all rents, room charges, issues, profits and leases pertaining to the Property immediately upon the occurrence of any event of default described in Paragraph 9 above without taking any action (including seeking the appointment of a receiver, obtaining possession of the Property or making demand on Mortgagor or tenants).

15. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage or specifically enforce any other remedies of Lender, without regard to the adequacy or inadequacy of the Property as security for the Obligations, and whether or not waste is being committed or occurring, Lender may seek and the court appoint a receiver of the Property (including homestead interest) to serve without bond and take possession of the Property and require and collect its rents, room charges, issues and profits and all payments required to be made pursuant to or by virtue of any lease, to hold and apply the same as directed by the court, and to exercise such other powers as may be granted until the receivership shall cease.

~~16. **Foreclosure Without Deficiency Judgment.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or owned by a tax-exempt charitable organization, Mortgagor agrees to the provisions of sec. 846.101, Wis. Stats., as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of the Property of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of sec. 846.103, Wis. Stats., as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of the Property three months after a foreclosure judgment is entered. Lender is also entitled to all other or additional remedies permitted by law existing on the date this Mortgage is signed and/or existing at the time of the default.~~

17. **Cost, Expenses and Attorney's Fees.** Upon the occurrence of any default described in paragraph 9 above, whether abated or not, before or after judgment, all Lender's expenses for purposes of collection, including actual attorney's fees, and all costs and disbursements if legal action is necessary, and all expenses of Lender including, without limitation, title evidence, surveys, appraisals, environmental assessments and insurance, shall be added to the Obligations and become due as incurred and, in the event of foreclosure, be included in a judgment and any amendment thereof. In the event the position of Lender is challenged in any manner or Lender is named in any action, proceeding or lawsuit for any reason involving any Mortgagor, Borrower, Obligor or the Property and immediately upon the request of Lender, the Mortgagor and any Obligor shall pay Lender all expenses of every kind pertaining thereto including, without limitation, its actual attorney's fees, costs, disbursements, and expenses, which sum if not paid shall be added to the Obligations and become due as incurred, and may be included in any judgment.

18. **Word Form.** Wherever the context of their usage permits, words in singular form shall include the plural form and words in the plural form shall include the singular form with no distinction between gender.

19. **Severability and Cumulative Remedies.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provisions. The rights and remedies granted to Lender in this Mortgage are cumulative, and are in addition to the remedies granted by law.

20. **Obligors, Successors and Assigns.** The Obligations of all Mortgagors and Obligors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds all Mortgagors and Obligors and their respective heirs, personal representatives, successors, assigns, trustees, and receivers.

21. **Applicable Law.** This Mortgage shall be governed and interpreted by the internal laws of the State of <sup>Indiana</sup>~~Wisconsin~~ in effect on the date of its execution as such laws may be amended or created from time to time while this Mortgage is in existence.

22. **Captions.** The captions shall not be deemed to be fully inclusive of all provisions in any captioned paragraph and are included for reference purposes only.

23. **Complete Agreement.** Unless typed below or attached hereto as a Rider and initialed by the parties, this Mortgage expresses completely, exclusively and finally all the agreements, conditions and covenants of the parties and does not need evidence (written or oral) of prior, contemporaneous or subsequent statements or representations (express or implied) to reflect the intentions of the parties.

24. **Other Provisions** (if blank there are none).

Initials of Borrower \_\_\_\_\_  
Initials of Lender \_\_\_\_\_

as of the  
Signed, and Sealed this 17th day of December, 19 97. Mortgagor signs freely and voluntarily, and without duress or coercion.

MORTGAGOR ACKNOWLEDGES READING THIS MORTGAGE  
AND RECEIVING A COPY OF IT.

Roehl Properties of Indiana LLC (SEAL)  
an Indiana limited liability company

(Name of Corporation or \_\_\_\_\_) \_\_\_\_\_ (SEAL)

By: Richard Roehl (SEAL) \*

(Manager President or \_\_\_\_\_) \_\_\_\_\_ (SEAL)

Richard Roehl \*

Attest: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

( \_\_\_\_\_ Secretary of \_\_\_\_\_) \_\_\_\_\_

Document is  
NOT OFFICIAL!  
This Document is the property of  
the Lake County Recorder!

AUTHENTICATION

OR ACKNOWLEDGMENT/CERTIFICATE OF NOTARIAL ACT

Signatures of \_\_\_\_\_

STATE OF WISCONSIN  
WOOD

County, } ss.

This instrument was

acknowledged before me on December 17, 19 97

by Richard Roehl

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

(name/s of person/s)

as Manager

(type of authority, e.g., officer, trustee, etc.)

of Roehl Properties of Indiana LLC  
(name of party on behalf of whom instrument was executed)

Title: Member State Bar of Wisconsin or  
authorized under Sec. 706.06 Wis. Stats.



Dated 12/22/97 19 97

Notary Public Wood County, Wis.

My Commission (Expires)(ls) 4-4-99

This instrument was drafted by  
Ronald S. Jacobs

\*Type or print name signed above.

Roger W. Sampson  
NOTARY PUBLIC,  
STATE OF WISCONSIN

EXHIBIT A

LEGAL DESCRIPTION:

PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M. IN GARY, LAKE COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A P.K. NAIL FOUND MARKING THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 11; THENCE N 89 DEGREES 34 MINUTES 56 SECONDS W ALONG THE SOUTH LINE THEREOF 2650.23 FEET TO A RAILROAD SPIKE FOUND MARKING THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 11, SAID RAIL SPIKE FOUND ALSO BEING ON THE EAST RIGHT OF WAY LINE OF THE E. J. & E. RAILROAD; THENCE N 00 DEGREES 00 MINUTES 48 SECONDS E ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 11, 33.00 FEET TO A 3/4 INCH IRON PIPE SET ON THE NORTH RIGHT OF WAY LINE OF 15TH AVENUE; SAID 3/4 INCH IRON PIPE SET BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING N 00 DEGREES 00 MINUTES 48 SECONDS E ALONG THE LAST DESCRIBED COURSE 1254.62 FEET TO A 3/4 INCH IRON PIPE SET ON THE SOUTH RIGHT OF WAY LINE OF 11TH AVENUE; THENCE S 89 DEGREES 32 MINUTES 52 SECONDS E ALONG SAID SOUTH RIGHT OF WAY LINE 30.00 FEET TO A 3/4 INCH IRON PIPE SET; THENCE N 00 DEGREES 00 MINUTES 48 SECONDS E AND PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID RAILROAD AND THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 11, 658.80 FEET TO A 3/4 INCH IRON PIPE SET ON THE SOUTH RIGHT OF WAY LINE OF 10TH AVENUE AS SHOWN IN BATTERY PARK 1ST SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE S 89 DEGREES 31 MINUTES 50 SECONDS E ALONG SAID SOUTH RIGHT OF WAY LINE 602.37 FEET TO A 3/4 INCH IRON PIPE SET ON THE WEST RIGHT OF WAY LINE OF EDISON STREET AS SHOWN IN SAID BATTERY PARK 1ST SUBDIVISION; THENCE S 00 DEGREES 01 MINUTES 00 SECONDS W ALONG SAID WEST RIGHT OF WAY LINE 658.62 FEET TO A 3/4 INCH IRON PIPE SET ON THE SOUTH RIGHT OF WAY LINE OF 11TH AVENUE; THENCE S 89 DEGREES 32 MINUTES 52 SECONDS E ALONG SAID SOUTH RIGHT OF WAY LINE OF 11TH AVENUE 692.64 FEET TO A 3/4 INCH IRON PIPE SET ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE S 00 DEGREES 00 MINUTES 25 SECONDS W ALONG SAID EAST LINE 190.08 FEET TO A 3/4 INCH IRON PIPE SET; THENCE S 89 DEGREES 34 MINUTES 56 SECONDS E 629.74 FEET TO A 3/4 INCH IRON PIPE SET ON THE WEST RIGHT OF WAY LINE OF STEVENSON STREET AS SHOWN IN L.P. HAMMOND'S SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 92, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE S 00 DEGREES 00 MINUTES 00 SECONDS E ALONG SAID WEST RIGHT OF WAY LINE 1063.74 FEET TO A 3/4 INCH IRON PIPE SET ON THE NORTH RIGHT OF WAY LINE OF 15TH AVENUE AS SHOWN IN SAID L.P. HAMMOND'S SUBDIVISION; THENCE N 89 DEGREES 34 MINUTES 56 SECONDS W ALONG SAID NORTH RIGHT OF WAY LINE OF 15TH AVENUE 1954.97 FEET TO THE POINT OF BEGINNING.