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**FILED**

STATE OF INDIANA  
LAKE COUNTY  
PUBLIC RECORDS

JUN - 4 2001

JUN 04 1998

SAM ORLICH  
AUDITOR LAKE COUNTY

RETURN TO: GLENN R. PATTERSON, ESQ.  
SINGLETON, CRIST, PATTERSON &  
AUSTGEN  
SUITE 200, 9245 CALUMET AVENUE  
MUNSTER, INDIANA 46321

**MEMORANDUM OF LEASE OF SUPER MARKET**

This is a Memorandum of that certain unrecorded Lease Agreement dated August 23, 1996, as amended, by and between *LAKE COUNTY TRUST COMPANY AS TRUSTEE OF TRUST NO. 1437*, as "Landlord", and *STRACK AND VAN TIL SUPER MARKET, INC.*, an Indiana corporation, as "Tenant" (the "Lease"), concerning a portion of the real estate described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"), and which is commonly known as 1650 U.S. Highway 41, Schererville, Indiana.

For good and valuable consideration, Landlord has leased the Premises to Tenant for a term commencing February 1, 2001, and ending January 31, 2006, together with four (4) five (5) year options to extend the Lease, all in accordance with the terms and provisions of the Lease, which are incorporated herein by reference.

This Memorandum is not a complete summary of the terms and provisions of the Lease. Provisions in this Memorandum shall not be used in interpreting the terms and provisions of the Lease. In the event of a conflict between the Memorandum and the Lease, the terms and provisions of the Lease shall control.

It is expressly understood and agreed that this instrument is executed by Lake County Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested 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 in this instrument contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary or beneficiaries of said Trust.

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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" 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.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of May 15, 1998.

**LANDLORD:**

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of Trust No. 1437 dated September 11, 1968

By: Elaine M. Worstell  
Elaine M. Worstell, Trust Officer

**ATTEST:**

By: Kathy Hathaway  
Kathy Hathaway

**TENANT:**

STRACK AND VAN TIL SUPER MARKET, INC.

By: David Wilkinson  
David Wilkinson, President

STATE OF INDIANA }  
COUNTY OF LAKE } SS:

**ACKNOWLEDGMENT**

I, Leah Susanne Anderson, a Notary Public in and for said county in the State aforesaid, do hereby certify that Elaine M. Worstell and Kathy Hathaway of the LAKE COUNTY TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as a free and voluntary act of the Lake County Trust Company, as Trustee, for the uses and purposes therein set forth.

Given under my hand and seal this 15th day of May, 1998.

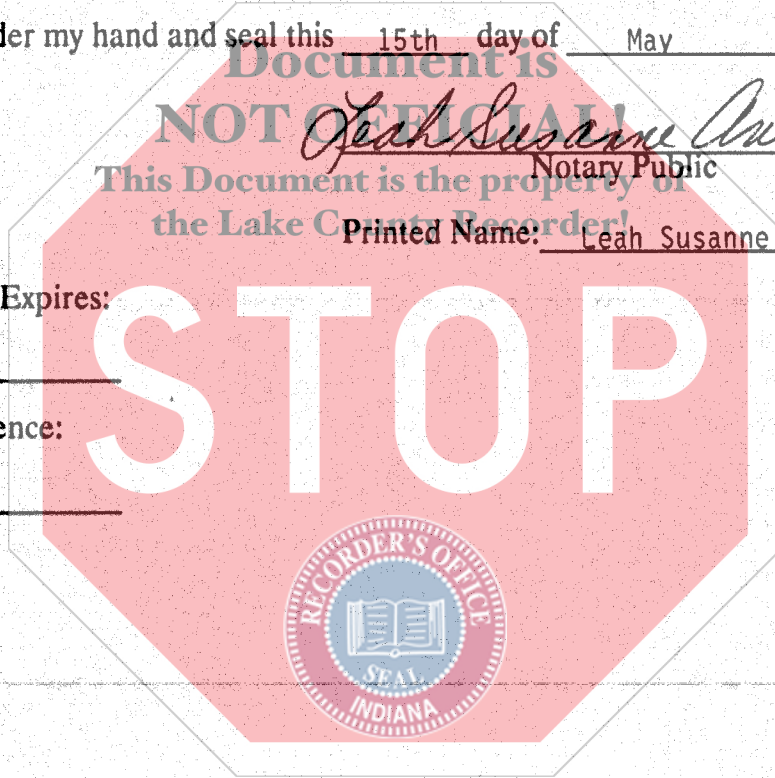
*Leah Susanne Anderson*  
Notary Public  
Printed Name: Leah Susanne Anderson

My Commission Expires:

4-7-99

County of Residence:

Lake



STATE OF INDIANA }  
COUNTY OF LAKE } SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared DAVID WILKINSON, the President of STRACK AND VAN TIL SUPER MARKET, INC., and acknowledged the execution of the foregoing instrument as his free and voluntary act.

WITNESS my hand and seal this 15th day of May, 1998.

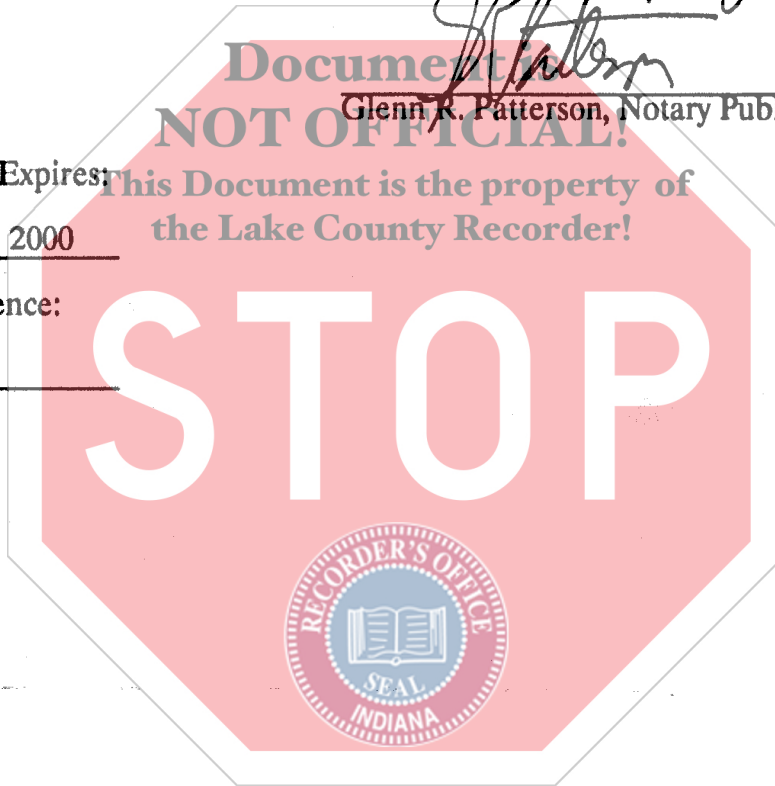
*Glenn R. Patterson*  
Glenn R. Patterson, Notary Public

My Commission Expires:

November 25, 2000

County of Residence:

Lake



This Instrument prepared by Glenn R. Patterson, Esq., Singleton, Crist, Patterson & Austgen, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321

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## LEGAL DESCRIPTION

All that part lying North of the center line of U.S. 30 known as Lincoln Highway of the following described tract: North part of the East half of the East half of the Northeast quarter of Section 17, Township 35 North, Range 9, West of the Second Principal Meridian, more particularly described as follows: Commencing at an iron pipe on the West right-of-way line of State Road #41 at a point 46.05 feet West of the Northwest corner of said Section 17; thence West on the North line a distance of 613.25 feet to an iron pipe at the Northwest corner of said East half of the East half of the said Northeast quarter; thence South along said West line of aforesaid mentioned East half of the East half of said Northeast quarter, a distance of 1468.87 feet to an iron pipe in the South right-of-way line of the Old Chicago and Joliet Road; thence Southeasterly along said last mentioned road a distance of 589.15 feet to an iron pipe in the Westerly right-of-way line of said State Road #41; thence Northeasterly along the Westerly right-of-way line of said State Road #41 a distance of 1501.01 feet to the place of beginning, excepting therefrom the right-of-way 80 feet in width embraced in State Road #30 (known as Lincoln Highway), and returns both in the Northwest and Southwest intersections as existing on the 2nd day of December, 1941 of State Roads #41 and #30, originally acquired by the State of Indiana Highway Commission for intercepting roadway, but since and on the 2nd day of December, 1941 removed the area hereby conveyed clear of highways and latter mentioned return, containing and embracing 17.21 acres.



EXHIBIT "A"