

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MOFFIS W. CARTER
RECORDER

RETURN TO: GLENN R. PATTERSON, ESQ.
ANDERSON & TAUBER, P.C.
9211 BROADWAY
MERRILLVILLE, IN 46410

**ASSIGNMENT OF LEASES
(HIGHLAND, ULTRA HIGHLAND,
SCHERERVILLE NO. 1,
SCHERERVILLE NO. 2 AND HOBART)**

This Document is the property of

THIS ASSIGNMENT OF LEASES, made this day by and between STRACK AND VAN TIL SUPER MARKET, INC., an Indiana corporation ("Assignor"), and SVT, LLC, an Indiana limited liability company ("Assignee").

RECITALS

1. Assignor is a party to five (5) super market store leases described in detail on Schedule A hereto (the "Leases").
2. Assignor has agreed to assign all of its right, title and interest in the Leases to Assignee effective August 2, 1999.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of its rights, interests, benefits, liabilities, agreements, covenants, duties and obligations under the Leases, effective August 1, 1999.
2. **ASSUMPTION.** Assignee hereby accepts the assignment described in Paragraph 1 and assumes all of Assignor's rights, interests, benefits, liabilities, agreements, covenants, duties and obligations under the Leases, effective August 2, 1999.
3. **GOVERNING LAW.** This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana.
4. **SUCCESSORS AND ASSIGNS.** This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
5. **CONDITION PRECEDENT.** Notwithstanding the execution and delivery of this Assignment by the parties, and the effective dates set forth herein, the obligations of the parties to this Assignment shall be effective only upon the transfer of certain assets from Assignor to Assignee. The recording of this Assignment in the Office of the Recorder of Lake County, Indiana, shall be conclusive evidence that this condition precedent has been fully satisfied.

23.00
E.P.
1225

IN WITNESS WHEREOF, Assignor, Assignee have delivered this Assignment effective as of August 2, 1999.

ASSIGNOR:

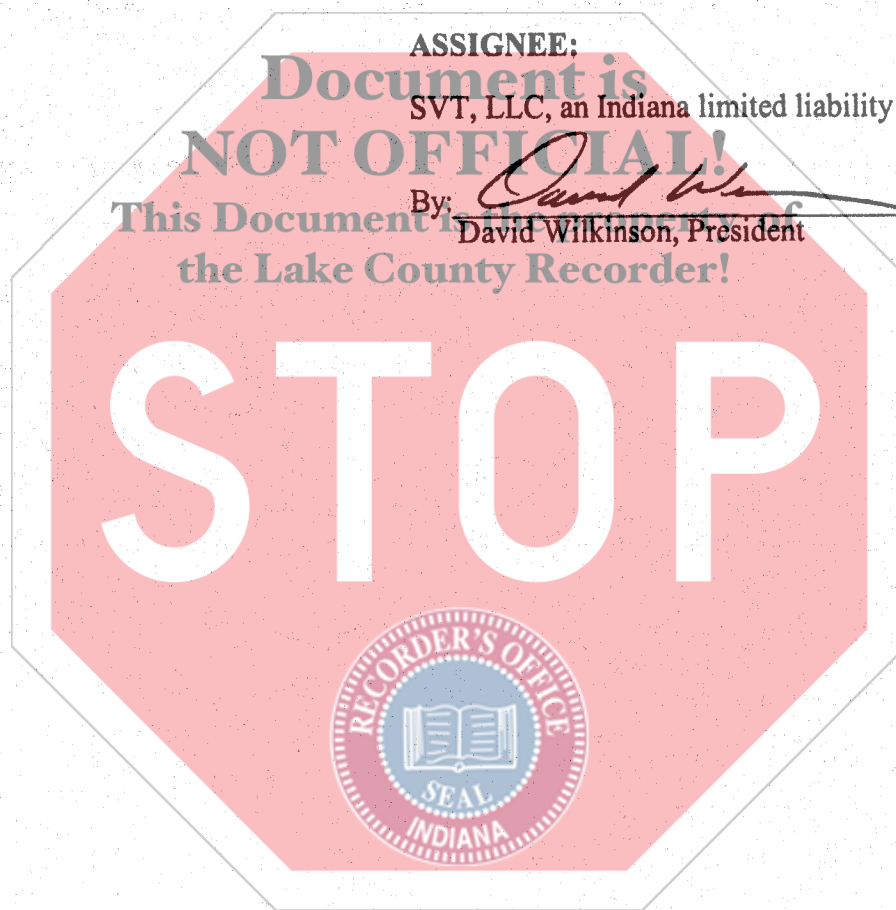
STRACK AND VAN TIL SUPER MARKET, INC.,
an Indiana corporation

By: *David Wilkinson*
David Wilkinson, President

ASSIGNEE:

SVT, LLC, an Indiana limited liability company

By: *David Wilkinson*
David Wilkinson, President



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, Glenn R. Patterson, a Notary Public in and for and residing in said County and State, do hereby certify that DAVID WILKINSON, as President of STRACK AND VAN TIL SUPER MARKET, INC., an Indiana corporation, and as President of SVT, LLC, an Indiana limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal the 2nd day of August, 1999.



Glenn R. Patterson, Notary Public

My Commission Expires

November 25, 2000

County of Residence:

Lake



This instrument prepared by Glenn R. Patterson, Esq., Anderson & Tauber, P.C., 9211 Broadway, Merrillville, Indiana 46410

grp\aw\svt\highland etc lease assignment

SCHEDULE A

1. **The Highland Lease:**

Landlord: Griffland Center, Inc.
Tenant: Strack and Van Til Super Market, Inc.
Date of Written Lease: July 1, 1989
Street Address: 6932 Cline Avenue, Highland, Indiana

Legal Description:

A part of the E 1/2 SE 1/4 SE 1/4 of Section 27, Township 36 North, Range 9 West of the 2nd P.M., described as follows: Commencing at the Northeasterly corner of an existing Brick building which is 625.78 feet Northerly and 297.60 Westerly of the Southeast corner of said E 1/2 of the SE 1/4 of the SE 1/4; thence Southerly along a Easterly face of said building 151.00 feet to the point of beginning, thence Westerly along a party wall and along a Northerly face of said building 317.88 feet to a corner, thence Southerly along a Westerly face of said building 126.3 feet to a corner thence Easterly along a Southerly face of said building 97.00 feet to a corner, thence Southerly along a Westerly face of said building 41.5 feet to a corner, thence Easterly along a Southerly face of said building 23.0 feet to a corner, thence Southerly along a Westerly face of said building, 51.0 feet to a corner, thence Easterly along a Southerly face of said building 27.0 feet to a corner, thence Southerly along a Westerly face of said building 25.9 feet to a corner, thence Easterly along a Southerly face of said building 8.0 feet to a corner, thence Southerly along a Westerly face of said building, 11.0 feet to a corner, thence Easterly along a party wall 54.9 feet to a party wall, thence Southerly along said party wall 49.0 feet to a Southerly face of said building, thence Easterly along said Southerly face 77.8 feet to a party wall, thence Northerly along said party wall, 38.3 feet, thence Easterly along a party wall 10.5 feet thence Northerly along a party wall 21.7 feet, thence Easterly along a party wall 13.1 feet, thence Southerly along a party wall 3.5 feet thence Easterly along a party wall and along a Southerly face of said building 6.8 feet to an Easterly face of said building, thence Northerly along said Easterly face 17.0 feet to a corner, thence Westerly along a Northerly face of said building 1.0 feet to a corner, thence Northerly along a Easterly face of said building 89.1 feet to a corner, thence Easterly along a Southerly face of said building 14.0 feet to a corner, thence Northerly along a Easterly face of said building 26.9 feet to a corner, thence Westerly along a Northerly face of said building 14.0 feet to a corner, thence Northerly along a Easterly face of said building 115.0 feet to the point of beginning, in the Town of Highland, Lake County, Indiana.

2. The Ultra Highland Lease:

Landlord: IPF/Ultra Limited Partnership
Tenant: Strack and Van Til Super Market, Inc.
Date of Written Lease: December 5, 1991
Street Address: 8401 Indianapolis Boulevard, Highland, Indiana

Legal Description:

Parcel 1: The North 670 feet of Lot 1, in Park Addition to Highland as shown in Plat Book 28, page 22; also a part of Lot 1, in Park Addition to Highland, as shown in Plat Book 28, page 22, more particularly described as beginning at a point 855 feet Southwesterly from the East line of Lot 1 measured along the Southeasterly line of Lot 1; thence Northwesterly measured at right angles with the last described line a distance of 143.64 feet to the South line of the North 670 feet of said Lot 1; thence East along the South line of the North 670 feet to the Southeasterly line of said Lot 1 a distance of 197.88 feet; thence Southwesterly along the Southeasterly line of Lot 1 a distance of 136.10 feet to the point of beginning, in the Town of Highland, Lake County, Indiana.

Parcel 2: Easement for the benefit of Parcel 1 as created by Indenture of Easement dated October 22, 1963, and recorded December 26, 1963, in Miscellaneous Record 884, page 57, as Document No. 534457, in the Recorder's Office of Lake County, Indiana, made by and between Lake County Trust Company, not personally, but as Trustee under the Trust Agreement dated February 21, 1961 and known as Trust No. 782, et al, for the purpose of ingress and egress upon, over and across and to use the land described as follows: That part of the Southwest Quarter of the Northwest Quarter of Section 21, Township 36 North, Range 9 West of the 2nd P.M. described as follows: Commencing at a point where the South line of the Southwest Quarter of the Northwest Quarter intersects the Easterly right of way line of U.S. Highway No. 41, as the same exists and is now laid out; thence East along the South line of the Southwest Quarter of the Northwest Quarter a distance of 136.5 feet to the point of beginning; thence North 74 degrees 02 minutes East a distance of 132.5 feet to a point of tangent; thence Northerly on a curve convex to the Southeast and having a radius of 75 feet, a distance of 96.91 feet; thence East a distance of 88.0 feet; thence South a distance of 62.5 feet; thence South 46 degrees 01 minutes 34 seconds East a distance of 66.34 feet to the South line of the Southwest Quarter of the Northwest Quarter; thence West a distance of 317.50 feet to the point of beginning. Subject to the terms, provisions and conditions set forth in said instrument.

3. The Schererville No. 1 Lease:

Landlord: HSS Development Company, Inc.
Tenant: Strack and Van Til Super Market, Inc.
Date of Written Lease: December 23, 1982
Street Address: 1650 U.S. 41, Schererville, Indiana 46375

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.



4. The Schererville No. 2 Lease:

Landlord: Lake County Trust Company Trust No. 1437 (Teibel)

Tenant: Strack and Van Til Super Market, Inc.

Date of Written Lease: August 23, 1996

Street Address: 1650 U.S. 41, Schererville, Indiana

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.



5. The Hobart Lease:

Landlord: Lake County Trust Company Trust No. 3841 (Hamstra)
Tenant: Strack and Van Til Super Market, Inc.
Date of Written Lease: October 25, 1988
Street Address: 7760 East 37th Avenue, Hobart, Indiana

Legal Description:

A parcel of land in the S.E. 1/4 of Section 20, Township 36 North, Range 7 West of the 2nd P.M. in the City of Hobart, Indiana being part of Lot 1 in NORTH RIDGE CENTER, as per plat thereof, recorded in Plat Book 65, page 13 in the Recorder's office of Lake County, Indiana described as follows: Commencing at the N.W. corner of Lot 4 in said NORTH RIDGE CENTER; thence N 1 degrees 21 minutes E, 543.00 feet; thence N 88 degrees 39 minutes W, 95.00 feet to the Point of Beginning; thence continuing N 88 degrees 39 minutes W, 125.50 feet; thence South 1 degrees 21 minutes W, 10.67 feet; thence N 88 degrees 39 minutes W, 64.00 feet; thence N 1 degrees 21 minutes E, 10.67 feet; thence N 88 degrees 39 minutes W, 130.50 feet; thence N 1 degrees 21 minutes E, 80.00 feet; thence N 88 degrees 39 minutes W, 69.00 feet; thence N 1 degrees 21 minutes E, 139.00 feet; thence N 88 degrees 39 minutes W, 10.00 feet; thence N 1 degrees 21 minutes E, 55.00 feet; thence S 88 degrees 39 minutes E, 200.00 feet; thence S 1 degrees 21 minutes W, 55.00 feet; thence S 88 degrees 39 minutes E, 264.00 feet; thence S 1 degrees 21 minutes W, 40.00 feet; thence N 88 degrees 39 minutes W, 65.00 feet; thence S 1 degrees 21 minutes W, 179.00 feet to the Point of Beginning.

which is a part of the North Ridge Shopping Center legally described as follows:

Part of the SE1/4 of Section 20, Township 36 North, Range 7 West of the 2nd P.M., more particularly described as follows: Commencing at a point on the South line of said SE1/4 and 650 feet West of the Southeast corner thereof; thence North 88 degrees 39 minutes 00 seconds West along said South line 1000.76 feet more or less to the West line of the East 1/4, West 1/2, SE1/4 of said Section 20; thence North 00 degrees 01 minutes 11 seconds West along the West line of the East 1/4, West 1/2, SE1/4 of said Section 20, a distance of 1151.17 feet to the South line of the North 90 acres of the SE1/4 of said Section 20; thence South 88 degrees 35 minutes 28 seconds East, along the South line of said North 90 acres 330.24 feet more or less, to the West line of the SE1/4, SE1/4 of said Section 20; thence South 00 degrees 00 minutes 57 seconds West along the West line of the SE1/4, SE1/4 of said Section 20, a distance of 75.00 feet; thence South 88 degrees 35 minutes 28 seconds East, 818.98 feet; thence South 00 degrees 00 minutes 00 seconds East parallel to the East line of said Section 20 a distance of 246.31 feet; thence South 88 degrees 39 minutes 00 seconds East parallel to the South line of said Section 20 a distance of 50.0 feet to the West line of Isakson Square; thence South 00 degrees 00 minutes 00 seconds West along said West line of Isakson Square a distance of 450 feet, more or less to a point 20 feet North of the North line of Hobart Commons; thence South 88 degrees 39 minutes 00 seconds East and parallel to the North line of Hobart Commons a distance of 451.95 feet, more or less to the East line of Section 20, Township 36 North, Range 7 West of the 2nd P.M.; thence South 00 degrees 00 minutes 00 seconds East, 20.00 feet; thence North 88 degrees 39 minutes 00 seconds West along the North line of Hobart Commons a distance of 650.00 feet to the Northwest corner of Hobart Commons; thence South 00 degrees 00 minutes 00 seconds West along the West line of Hobart Commons a distance of 358.67 feet, more or less to the point of beginning, containing 28.459 acres more or less. Subject to all easement and highway right-of-ways.