

45

2000 040857

NO LIEN CONSTRUCTION CONTRACT

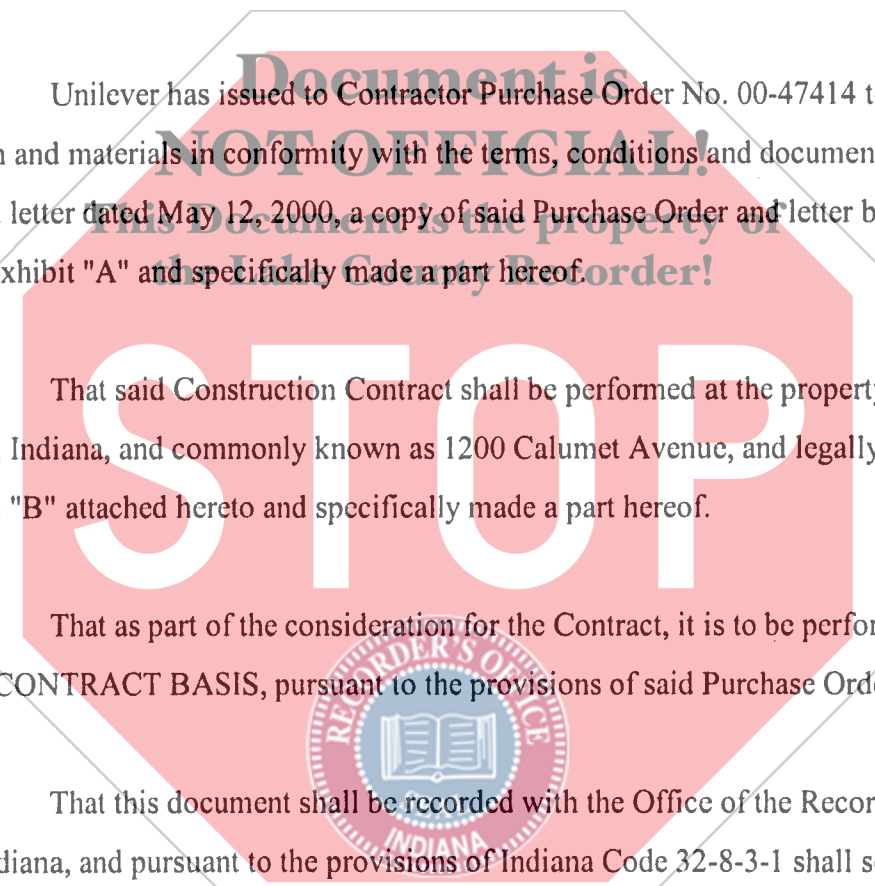
It is specifically agreed by and between UNILEVER HOME & PERSONAL CARE USA, hereinafter referred to as "Unilever" or "Owner", and MCCARTIN MCAULIFFE MECHANICAL CONTRACTORS, INC. hereinafter referred to as "Contractor," as follows:

1. Unilever has issued to Contractor Purchase Order No. 00-47414 to provide labor, supervision and materials in conformity with the terms, conditions and documents set forth therein and letter dated May 12, 2000, a copy of said Purchase Order and letter being attached hereto as Exhibit "A" and specifically made a part hereof.

2. That said Construction Contract shall be performed at the property of Unilever in Hammond, Indiana, and commonly known as 1200 Calumet Avenue, and legally described as per Exhibit "B" attached hereto and specifically made a part hereof.

3. That as part of the consideration for the Contract, it is to be performed on a NO LIEN CONTRACT BASIS, pursuant to the provisions of said Purchase Order and letter.

4. That this document shall be recorded with the Office of the Recorder of Lake County, Indiana, and pursuant to the provisions of Indiana Code 32-8-3-1 shall serve as notice to any and all contractors, subcontractors, mechanics, journeymen, laborers, or persons that NO LIEN shall attach to the real estate, building, structure or any other improvement of the Owner arising out of the performing of labor upon, furnishing materials or machinery for or doing business with the Owner or the Contractor under this Contract or upon said property.



97-00  
6120  
\$5

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their representatives and to become effective upon the 23rd day of May, 2000.

UNILEVER HOME & PERSONAL CARE  
USA

By: *A. P. Harwit*

Printed  
Name: A. P. HARWIT

Title: Vice President

ATTEST:

By: *Donald A. Smith*

Printed  
Name: Donald A. Smith

Title: Assistant Secretary

Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

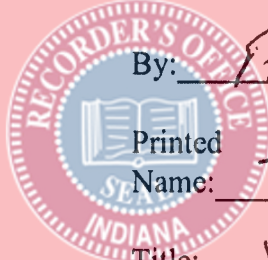
**STOP**

MCCARTIN MCAULIFFE  
MECHANICAL CONTRACTORS, INC.

By: *Philip G. Moreci*

Printed  
Name: PHILIP G. MORECI

Title: VICE PRESIDENT



ATTEST:

By: *Wayne R. Krahn*

Printed  
Name: Wayne R. Krahn

Title: Secretary

*Return to*  
*TD*  
*✓*



**Jerome A. Grabelle, C.P.M.**  
Purchasing Manager

Unilever Home & Personal Care - USA  
1200 Calumet Avenue • Hammond, Indiana 46320-1096  
Telephone (219) 473-7422 • Facsimile (219) 473-7309  
Telephone (773) 734-2110 • [jerome.grabelle@unilever.com](mailto:jerome.grabelle@unilever.com)

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

Before me, a Notary Public, in and for said County and State, personally appeared A. Peter Harwood and Donald A. Smith, the Vice President and Assistant Secretary, respectively, of Unilever Home & Personal Care USA, as its duly authorized officers and representatives and acknowledged the execution of this Contract.

Dated this 31st day of May, 2000.

Janet C. Burke  
Notary Public

My Commission Expires:

3.27.01

Authorized in:  
New York County

**JANET C. BURKE**  
Notary Public, State of New York  
No. 31-4948822  
Qualified in New York County  
Commission Expires March 27, 192001

STATE OF )  
 )  
COUNTY OF )

Before me, a Notary Public, in and for said County and State, personally appeared Philip G. Moreci and Wayne R. Krahn, the Vice President and Secretary, respectively, of MCCARTIN MCAULIFFE MECHANICAL CONTRACTORS, INC., as its duly authorized officers and representatives and acknowledged the execution of this Contract.

Dated this 7th day of June, ~~1999~~, 2000

Karen S. Bagosz  
Notary Public

My Commission Expires:

April 24, 2001

**KAREN STEVENSON BAGOSZ, Notary Public**  
My Commission Expires April 24, 2001

County of Residence:

Lake

This instrument prepared by James W. Erabelle



Unilever Home & Personal Care - USA  
 1200 Cabinet Avenue  
 Hammond, Indiana  
 46320-1096  
 Telephone (219) 659-3200

PAGE 1 OF 6  
 PURCHASE ORDER NO. 00-47414  
 CHANGE ORDER

VENDOR H326350  
 MCCARTIN MCAULIFFE MECHANICAL  
 CONTRACTORS, INC  
 4508 COLUMBIA AVENUE  
 HAMMOND, IN  
 46327

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL.  
 PLEASE EXECUTE AND RETURN PROMPTLY.  
*Phil X. Moore*  
 BY (AUTHORIZED SIGNATURE)  
 FOR (FIRM NAME)  
 06/08/00  
 DATE

TELEX PHONE

WE RESERVE THE RIGHT TO EXTEND MATURITY DATE OF DISCOUNT INVOICES EIGHT DAYS FROM DATE INVOICE IS RECEIVED.  
 THIS ORDER IS NOT BINDING UNTIL ACKNOWLEDGEMENT COPY (ENCLOSED) IS EXECUTED AND RETURNED TO THE BUYER WITH WHOM THIS PURCHASE WAS NEGOTIATED.

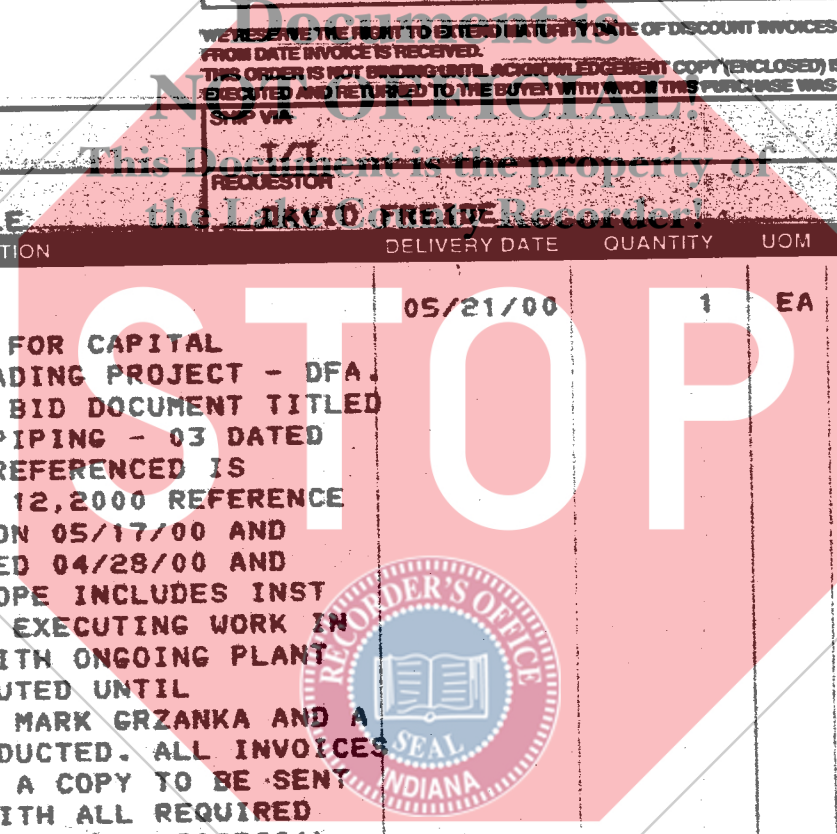
ORDER DATE 05/24/00	TERMS NET 30 DAYS	SHIP VIA I/T	CONFIRM TO E. GRAVES
F.O.B.	BUYER J. A. GRABELLE	REQUESTOR DAVID FRIEDE	DELIVER TO DCF
DEST DELIVERED			

ITEM	PART NUMBER	DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENSION	TAX
1		SERVICE PROVIDE ALL LABOR AND MATERIAL FOR CAPITAL RELATED WORK FOR RAIL CAR UNLOADING PROJECT - DFA. ALL REQUIREMENTS SPECIFIED IN BID DOCUMENT TITLED RAIL CAR UNLOADING / TRANSFER PIPING - 03 DATED 04/15/00 REV A APPLIES. ALSO REFERENCED IS CONTRACTORS PROPOSAL DATED MAY 12, 2000 REFERENCE MCA 01-00-81 AND AS AMMENDED ON 05/17/00 AND 05/19/200. MEETING MINUTES DATED 04/28/00 AND 05/17/00 ALSO APPLIES. WORK SCOPE INCLUDES INST CALIBRATION DATED 05/03/00 AND EXECUTING WORK IN THREE SEQUENCES TO INTERFACE WITH ONGOING PLANT PRODUCTION. NO WORK TO BE EXECUTED UNTIL CONTACTING UNILEVER SITE REP - MARK GRZANKA AND A PROJECT KICKOFF MEETING IS CONDUCTED. ALL INVOICES TO BE SENT AS DIRECTED ON PO. A COPY TO BE SENT TO DAVID FRIEDE C/O UNILEVER WITH ALL REQUIRED BACKUP. ALL UNILEVER SAFETY AND WASTE DISPOSAL REQUIREMENTS MUST BE COMPLIED WITH AS PART OF THIS AWARD. WORK TO BE COMPLETED - INCLUDING ALL CLEANUP BY 07/07/00.	05/21/00	1	EA	402,739.00	402,739.00	0

PURCHASED BY: *L. West*  
 NOT VALID UNLESS COUNTERSIGNED

*J. A. Grabelle*  
 AUTHORIZED SIGNATURE  
 ACKNOWLEDGEMENT

TOTAL ORDER





Unilever Home & Personal Care - USA  
 1200 Calumet Avenue  
 Hammond, Indiana  
 46320-1096  
 Telephone (219) 659-3200

PAGE 2 OF 6  
 PURCHASE ORDER NO. 00-47418  
 CHANGE ORDER

VENDOR H326350  
 MCCARTIN MCAULIFFE MECHANICAL  
 CONTRACTORS, INC  
 4508 COLUMBIA AVENUE  
 HAMMOND, IN  
 46327

TELEX PHONE

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

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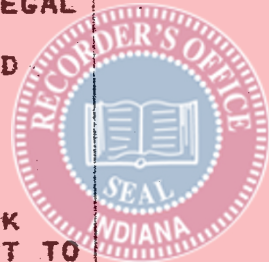
*Philip A. Moore*  
 BY (AUTHORIZED SIGNATURE)

FOR (FIRM NAME)  
 DATE 06/08/00

WE RESERVE THE RIGHT TO EXTEND MATURITY DATE OF DISCOUNT INVOICES EIGHT DAYS FROM DATE INVOICE IS RECEIVED. THIS ORDER IS NOT BINDING UNTIL ACKNOWLEDGEMENT COPY (ENCLOSED) IS EXECUTED AND RETURNED TO THE BUYER WITH WHOM THIS PURCHASE WAS NEGOTIATED.

ORDER DATE: 05/24/00	TERMS: NET 30 DAYS	SHIP VIA: T/T	CONFIRM TO: K. CRAVES
F.O.B.	BUYER: J. A. GRABELLE	REQUESTOR: the L. DAVID FREIDER	DELIVER TO: DCF
DEST DELIVERED			

ITEM	PART NUMBER	DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENSION	TAX
<p>*****            *****            *****</p> <p><b>STOP</b></p> <p>UNILEVER TERMS AND CONDITIONS INCLUDING SPECIFICATION 00023 TITLED "DFA/RCU TRANSFER PIPING" DATED APRIL 26, 2000 AND ALL CLARIFICATIONS AND CHANGE ORDERS THEREAFTER SHALL FORM THE LEGAL RELATIONSHIP BETWEEN THE PARTIES. NO OTHER CHANGES SHALL APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BETWEEN THE PARTIES.</p> <p>NOTE: THIS IS A "NO LIEN CONTRACT" AND ALL WORK PERFORMED AND MATERIALS FURNISHED ARE PURSUANT TO A "NO LIEN CONTRACT" WHICH WILL BE RECORDED WITH THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA THE TERMS AND CONDITIONS AS STATED IN SPECIFICATION NO. 00023 TITLED "DFA/RCU TRANSFER PIPING" AND UNILEVER HOME AND PERSONAL CARE TERMS AND CONDITIONS SHALL NOT BE VARIED, SUPPLEMENTED, QUALIFIED OR INTERPRETED BY ANY</p>								



PURCHASED BY: *[Signature]*  
 NOT VALID UNLESS COUNTERSIGNED

*[Signature]*  
 AUTHORIZED SIGNATURE  
**ACKNOWLEDGEMENT**

**TOTAL ORDER**



Unilever Home & Personal Care - USA  
 1200 Columet Avenue  
 Hammond, Indiana  
 46320-1096  
 Telephone (219) 659-3200

PAGE 3 OF 6  
 PURCHASE ORDER NO. 00-47414  
 CHANGE ORDER

VENDOR H326350  
 MCCARTIN MCAULIFFE MECHANICAL  
 CONTRACTORS, INC  
 4508 COLUMBIA AVENUE  
 HAMMOND, IN  
 46327

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

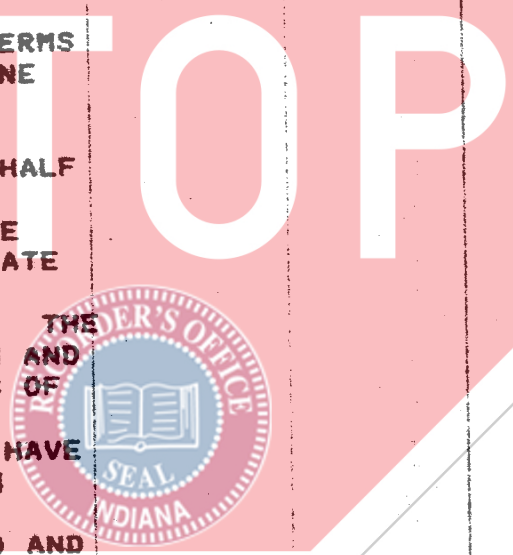
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 PLEASE EXECUTE AND RETURN PROMPTLY.  
*Phil A. Moei*  
 BY (AUTHORIZED SIGNATURE)  
 FOR (FIRM NAME)  
 06/08/00  
 DATE

TELEX PHONE

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ORDER DATE 05/24/00	TERMS NET 30 DAYS	SHIP VIA	CONFIRM TO K. GRAVES
F.O.B.	BUYER J. A. GRABELLE	REQUESTOR DAVID FREIDE	DELIVER TO DCF
DEST DELIVERED			

ITEM	PART NUMBER	DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENSION	TAX
<p>COURSE OF DEALING BETWEEN THE PARTIES. THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL DETERMINE THE LEGAL RELATIONSHIP BETWEEN THE PARTIES. CONTRACTOR ON HIS BEHALF AND (IN SO FAR AS HE IS ABLE TO CONTRACT IN THAT PARTICULAR) ON BEHALF OF ALL OF HIS SUBCONTRACTORS AND SUPPLIERS OF MATERIAL AND LABOR HEREBY EXPRESSLY WAIVES THE BENEFITS OF THE MECHANICS LIEN LAWS OF THE STATE IN WHICH THE EQUIPMENT AND MACHINERY, BEING CONSTRUCTED, ERECTED OR REPAIRED, IS LOCATED. THE CONTRACTOR HEREBY AGREES TO PROCURE FROM EACH AND EVERY ONE OF HIS SUBCONTRACTORS AND SUPPLIERS OF MATERIAL OR LABOR A RELEASE OF ANY CLAIM TO MECHANICS LIEN WHICH THEY OR ANY OF THEM MAY HAVE UNDER THE MECHANICS LIEN LAWS OF THE STATE IN WHICH THE EQUIPMENT AND MACHINERY, BEING CONSTRUCTED, ERECTED, OR REPAIRED, IS LOCATED AND IN ADDITION AGREES TO FURNISH THE OWNER WITH EACH AND EVERY OTHER DOCUMENT, AFFIDAVIT OR ASSURANCE WHICH, IN THE OPINION OF THE OWNER, IS NECESSARY OR APPROPRIATE TO INSURE THE OWNER IMMUNITY FROM MECHANICS LIENS ON ACCOUNT OF ANYTHING DONE BY CONTRACTOR, OR THOSE ACTING UNDER HIM OR HIS SUB CONTRACTORS IN CARRYING OUT THE TERMS OF THE</p>								



PURCHASED BY: *Z. Welch*  
 NOT VALID UNLESS COUNTERSIGNED

*J. A. Grabelle*  
 AUTHORIZED SIGNATURE  
 ACKNOWLEDGEMENT

TOTAL ORDER



Unilever Home & Personal Care - USA  
 1200 Calumet Avenue  
 Hammond, Indiana  
 46320-1096  
 Telephone (219) 659-3200

PURCHASE ORDER NO. 00-47414  
 CHANGE ORDER

VENDOR  
 4328350  
 MCCARTIN MCAULIFFE MECHANICAL CONTRACTORS, INC  
 4508 COLUMBIA AVENUE  
 HAMMOND, IN  
 46327

TELEX PHONE

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

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*Philip H. Morici*  
 BY (AUTHORIZED SIGNATURE)

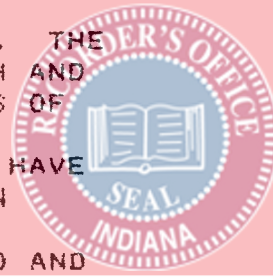
FOR (FIRM NAME)  
 06/08/00  
 DATE

ORDER DATE 05/24/00	TERMS NET 30 DAYS	SHIP VIA	CONFIRM TO K. GRAVES
F.O.B.	BUYER J A GRABELLE	REQUESTOR DAVID FREIDE	DELIVER TO DCF
DEST DELIVERED			

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ITEM	PART NUMBER	DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENSION	TAX
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COURSE OF DEALING BETWEEN THE PARTIES. THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL DETERMINE THE LEGAL RELATIONSHIP BETWEEN THE PARTIES. CONTRACTOR ON HIS BEHALF AND (IN SO FAR AS HE IS ABLE TO CONTRACT IN THAT PARTICULAR) ON BEHALF OF ALL OF HIS SUBCONTRACTORS AND SUPPLIERS OF MATERIAL AND LABOR HEREBY EXPRESSLY WAIVES THE BENEFITS OF THE MECHANICS LIEN LAWS OF THE STATE IN WHICH THE EQUIPMENT AND MACHINERY, BEING CONSTRUCTED, ERECTED OR REPAIRED, IS LOCATED. THE CONTRACTOR HEREBY AGREES TO PROCURE FROM EACH AND EVERY ONE OF HIS SUBCONTRACTORS AND SUPPLIERS OF MATERIAL OR LABOR A RELEASE OF ANY CLAIM TO MECHANICS LIEN WHICH THEY OR ANY OF THEM MAY HAVE UNDER THE MECHANICS LIEN LAWS OF THE STATE IN WHICH THE EQUIPMENT AND MACHINERY, BEING CONSTRUCTED, ERECTED, OR REPAIRED, IS LOCATED AND IN ADDITION AGREES TO FURNISH THE OWNER WITH EACH AND EVERY OTHER DOCUMENT, AFFIDAVIT OR ASSURANCE WHICH, IN THE OPINION OF THE OWNER, IS NECESSARY OR APPROPRIATE TO INSURE THE OWNER IMMUNITY FROM MECHANICS LIENS ON ACCOUNT OF ANYTHING DONE BY CONTRACTOR, OR THOSE ACTING UNDER HIM OR HIS SUB CONTRACTORS IN CARRYING OUT THE TERMS OF THE



PURCHASED BY: *Z. W. [Signature]*  
 NOT VALID UNLESS COUNTERSIGNED

*J. A. Grabelle*  
 AUTHORIZED SIGNATURE

ACKNOWLEDGEMENT

TOTAL ORDER



Unilever Home & Personal Care - USA  
 1200 Calumet Avenue  
 Hammond, Indiana  
 46320-1096  
 Telephone (219) 659-3200

PAGE 4 OF 5  
 PURCHASE ORDER NO. 00-47414  
 CHANGE ORDER

VENDOR H326350  
 MCCARTIN MAULIFFE MECHANICAL  
 CONTRACTORS, INC  
 4502 COLUMBIA AVENUE  
 HAMMOND, IN  
 46327

TELEX  
 PHONE

SEE REVERSE SIDE FOR ADDITIONAL  
 TERMS AND CONDITIONS

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL. PLEASE EXECUTE AND RETURN PROMPTLY.

*Philip A. Moran*  
 BY (AUTHORIZED SIGNATURE)

FOR (FIRM NAME)  
 DATE 06/08/00

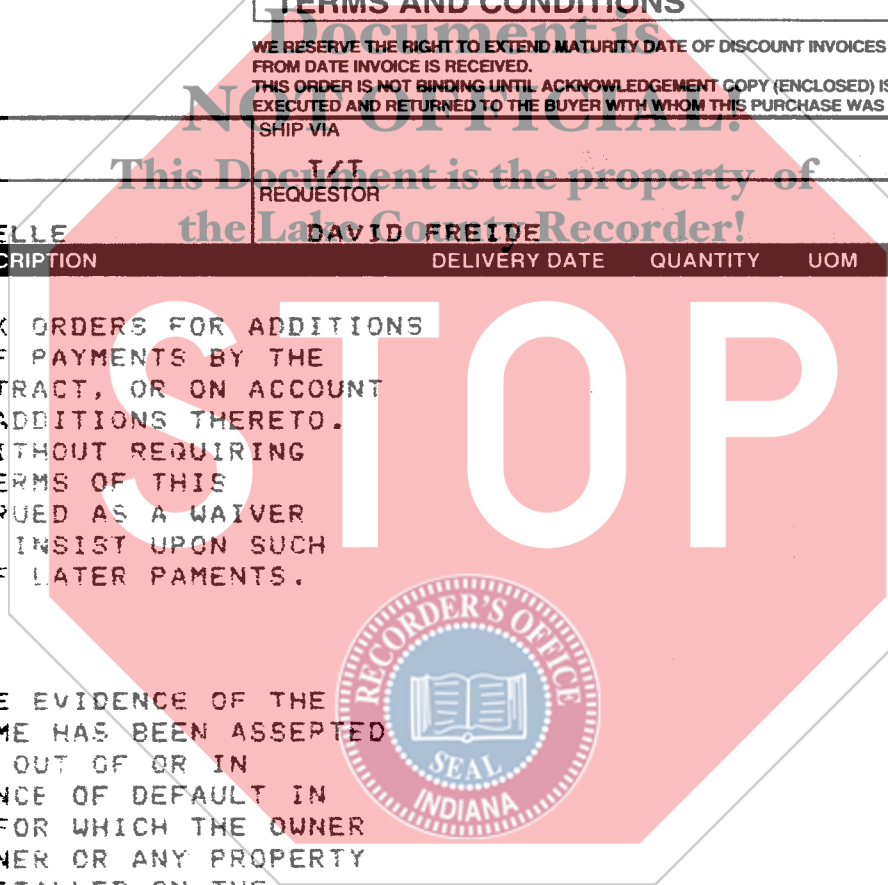
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ORDER DATE 05/24/00	TERMS NET 30 DAYS	SHIP VIA	CONFIRM TO K. GRAVES
F.O.B.	BUYER J. A. GRABELLE	I/T REQUESTOR DAVID FREIDE	DELIVER TO DCF
DEST DELIVERED			

ITEM	PART NUMBER	DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENSION	TAX
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CONTRACT AND ANY AND ALL WORK ORDERS FOR ADDITIONS THERTO. ALL AS A CONDITION OF PAYMENTS BY THE OWNER ON ACCOUNT OF THIS CONTRACT, OR ON ACCOUNT OF ANY SAID WORK ORDERS FOR ADDITIONS THERTO. PAYMENTS MADE BY THE OWNER WITHOUT REQUIRING STRICT COMPLIANCE WITH THE TERMS OF THIS PARAGRAPH SHALL NOT BE CONSTRUED AS A WAIVER BY THE OWNER OF THE RIGHT TO INSIST UPON SUCH COMPLIANCE AS A CONDITIONS OF LATER PAMENTS.

IF AT ANY TIME THERE SHALL BE EVIDENCE OF THE EXISTENCE, WHETHER OR NOT SAME HAS BEEN ASSEPTED OF ANY LIEN OF CLAIM ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF DEFAULT IN PERFORMANCE OF THE CONTRACT FOR WHICH THE OWNER OR REPRESENTATIVES OF THE OWNER OR ANY PROPERTY OF EITHER OR ANY PROPERTY INSTALLED ON THE PREMISES MIGHT BE OR BECOME LIABLE. THEN THE OWNER SHALL HAVE THE RIGHT TO RETAIN OUT OF ANY PAYMENT THEN DUE OR THEREAFTER TO BECOME DUE. IN ADDITION TO THE AMOUNT SET FORTH IN THE CONTRACT AN AMOUNT SUFFICIENT TO DISCHARGE SUCH LIEN OR



PURCHASED BY: *[Signature]*  
 NOT VALID UNLESS COUNTERSIGNED

*[Signature]*  
 AUTHORIZED SIGNATURE

TOTAL ORDER

ACKNOWLEDGEMENT





Unilever Home & Personal Care - USA  
 1200 Calumet Avenue  
 Hammond, Indiana  
 46320-1096  
 Telephone (219) 659-3200

PAGE 5 OF 6

PURCHASE ORDER NO. 00-47413 CHANGE ORDER

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL. PLEASE EXECUTE AND RETURN PROMPTLY.

*Philip H. Moore*  
 BY (AUTHORIZED SIGNATURE)

FOR (FIRM NAME)  
 06/08/00  
 DATE

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

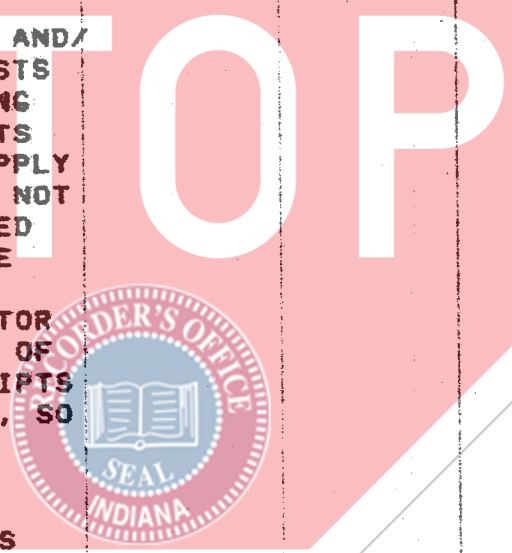
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VENDOR H326350  
 MCCARTIN MCAULIFFE MECHANICAL CONTRACTORS, INC  
 4508 COLUMBIA AVENUE  
 HAMMOND, IN  
 46327

TELEX PHONE

ORDER DATE 05/24/00	TERMS NET 30 DAYS	SHIP VIA I/T	CONFIRM TO K. GRAVES
F.O.B.	BUYER J. A. GRABELLE	REQUESTOR DAVID FREIDE	DELIVER TO DCF
DEST DELIVERED			

ITEM	PART NUMBER	DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENSION	TAX
<p>SATISFY SUCH CLAIM AND TO REIMBURSE THE OWNER AND/OR THE REPRESENTATIVES OF THE OWNER OF ALL COSTS AND EXPENSES IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND THE OWNER AT ITS SOLE DISCRETION, SHALL HAVE THE RIGHT TO SO APPLY ANY AMOUNT SO RETAINED IF THE CONTRACTOR DOES NOT HAVE SAID LIEN OR CLAIM DISCHARGED OR SATISFIED WITHIN TEN (10) DAYS AFTER NOTICE, NEITHER THE FINAL PAYMENT, NOR ANY PART OF THE RETAINED PERCENTAGE SHALL BECOME DUE UNTIL THE CONTRACTOR SHALL DELIVER TO THE OWNER A COMPLETE RELEASE OF ALL LIENS ARISING OUT OF THE CONTRACT OR RECEIPTS IN FULL IN LIEU THEREOF AND AN AFFIDAVIT THAT, SO FAR AS HE HAD KNOWLEDGE OR INFORMATION, THE RELEASES AND RECEIPTS COVER ALL THE LABOR AND MATERIAL FOR WHICH A LIEN COULD BE FILED. CONTRACTOR SHALL, IF ANY SUBCONTRACTOR REFUSES TO FURNISH A RELEASE OR RECEIPTS IN FULL, FURNISH A BOND SATISFACTORY TO THE OWNER TO INDEMNIFY IT AGAINST ANY AND ALL LIENS OR CLAIMS WHICH MAY AT ANY TIME BE FILED OR ASSERTED BY SUCH SUBCONTRACTOR. IF THE AMOUNTS RETAINED BY THE OWNER ARE SUFFICIENT FOR THE AFORESAID PURPOSES, OR IF ANY SUCH LIEN OR CLAIM REMAINS UNDISCHARGED OR</p>								



PURCHASED BY: *[Signature]*  
 NOT VALID UNLESS COUNTERSIGNED

*[Signature]*  
 AUTHORIZED SIGNATURE  
 ACKNOWLEDGEMENT

TOTAL ORDER



Unilever Home & Personal Care - USA  
 1200 Calumet Avenue  
 Hammond, Indiana  
 46320-1096  
 Telephone (219) 659-3200

PAGE 6 OF 6  
 PURCHASE ORDER NO. 00-47413  
 CHANGE ORDER

VENDOR H326350  
 MCCARTIN MCAULIFFE MECHANICAL  
 CONTRACTORS, INC  
 4508 COLUMBIA AVENUE  
 HAMMOND, IN  
 46327

TELEX  
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**SEE REVERSE SIDE FOR ADDITIONAL  
 TERMS AND CONDITIONS**

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*Philip A. Moore*  
 BY (AUTHORIZED SIGNATURE)

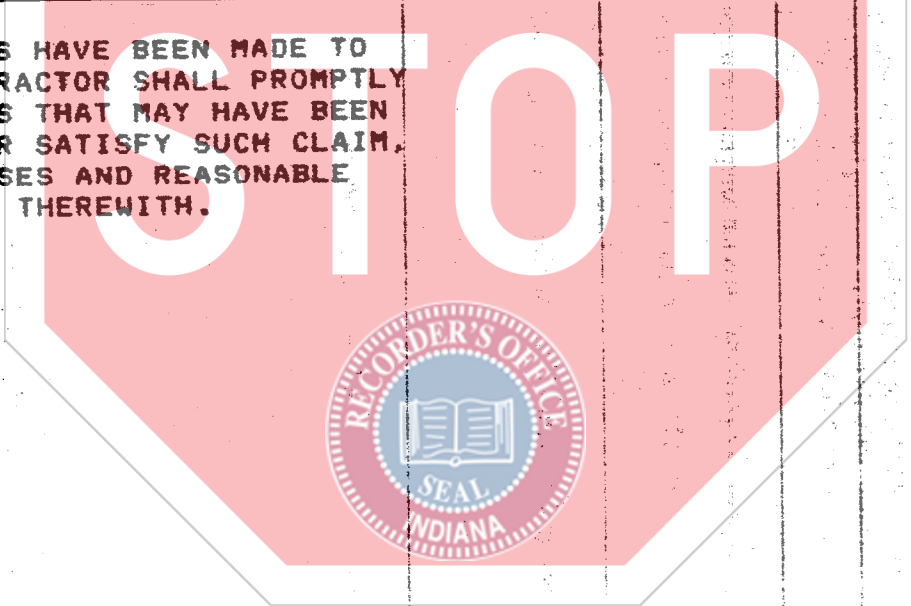
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ORDER DATE 05/24/00	TERMS NET 30 DAYS	SHIP VIA T/I	CONFIRM TO K. GRAVES
F.O.B.	BUYER J. A. GRABELLE	REQUESTOR L. DAY	DELIVER TO DCF
DEST DELIVERED			

ITEM	PART NUMBER	DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENSION	TAX
<p>UNSATISFIED AFTER ALL PAYMENTS HAVE BEEN MADE TO THE CONTRACTOR, THEN THE CONTRACTOR SHALL PROMPTLY REFUND TO THE OWNER ALL MONIES THAT MAY HAVE BEEN PAID TO DISCHARGE SUCH LIEN OR SATISFY SUCH CLAIM, INCLUDING ALL COSTS AND EXPENSES AND REASONABLE ATTORNEY'S FEES IN CONNECTION THEREWITH.</p>								

SAFETY OF INFORMATION  
 SECURITY BUSINESS  
 DIVISION OF US  
 DEPARTMENT OF JUSTICE



PURCHASED BY: *L. Webb*  
 NOT VALID UNLESS COUNTERSIGNED

*J. A. Grabelle*  
 AUTHORIZED SIGNATURE  
 ACKNOWLEDGEMENT

TOTAL ORDER \$ 402,739.00

**UNILEVER HPC USA  
CONTRACTOR'S BID FORM**

Job Title:       DFA/RCU and Transfer Piping                      Date:            April 26, 2000  
Project No.:     00-023                                              Due Date:       May 5, 2000

For bids to be considered, copies of this completed form are to be attached with and considered as a supplement to the bid.

Name of company bidding: **McCARTIN McAULIFFE MECHANICAL CONTRACTOR**

Having carefully examined all bid documents of the attached solicitation of bid letter and specified in the attached bid document list, the undersigned proposes to furnish all labor, material, equipment, and services called for by them for the entire work, in accordance with said documents, for the firm lump sum price as follows:

1.0   \$ 20,941   Total firm lump sum price materials (exclusive of taxes)  
      \$ 391,810   Total firm lump sum price labor, overhead, and profit  
      \$ N/A     Sales/use taxes (if applicable)  
      \$ 412,751   Total firm lump sum price, materials and labor, including taxes

2.0   Union Affiliations:

Expiration of Union Contracts:   --- 5/31/00

State of Indiana, License Number 37-1246113

3.0   Anticipated Schedule:

Start:   --- 5/15/00

Complete:   --- 6/30/00

Time required to mobilize and start:

Time required to complete (calendar days):   --- (35) Days

Time required to submit drawings for approval:   --- N/A

TIME OF COMPLETION OF PROJECT IS OF THE ESSENCE. Failure to comply is cause for cancellation by Unilever of the agreement without penalty to Unilever HPC USA. Completion date for all work is 6/30/00.

4.0   Level and number of supervisors that will be supplied for this work: (1) General Foreman

4.1   Estimated work hours:  
(Estimated staffing schedule to be submitted with bid.)

4.1.1   Shop       -0-

4.1.2	Field	<u>4478</u>
4.1.3	Subcontractors	<u>2000</u>
	<b>TOTAL</b>	<u>6478</u>

4.2 Proposed staffing schedule per day.

4.2.1 -0- Shop

4.2.2 16 Field

4.2.3 6 Subcontractors



4.0 Work bidder plans to subcontract and proposed subcontractors. (Itemize dollar amounts and proposed subcontractors, subject to approval.)

<u>Work</u>	<u>Amount</u>	<u>Subcontractor</u>
<u>Insulation</u>	<u>\$ 53,944.00</u>	<u>Insulco</u>
<u>Building &amp; Civil</u>	<u>\$ 89,700.00</u>	<u>Superior</u>
<u>Painting</u>	<u>\$ 6,001.00</u>	<u>N.A. Logan</u>
<u>Core Drill</u>	<u>\$ 1,512.00</u>	<u>Diamond</u>



NOTE: Sub selection not final





8.0 Over and above one move-in at start of project and one move-out at completion of Project, specify number of move-ins -0- and specify number of move-outs -0- contractor has included in total firm lump sum price.

8.1 Cost of extra move-ins if required by Unilever: \$ 500.00

8.2 Cost of extra move-outs if required by Unilever: \$ 500.00

9.0

9.1 Time and Material Basis for Additions to Scope of Work:

9.1.1 Material: Actual invoiced cost plus 10 % for overhead and profit

9.1.2 Labor: Prevailing wage scale including fringe benefits, taxes, insurance, any other costs affecting hourly billing, plus \_\_\_\_\_% for overhead and profit. (Prior to performing any work on a time and material basis, contractor shall submit with its bid, for each craft involved, a complete statement breakdown of all base labor costs included a total hourly billing.)

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the Lake County Recorder!

Craft	Wage Rate
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

9.1.3 Overhead: The overhead cost is to include all personnel other than full full time craftsmen, laborers, supervisors, engineer/managers on the job site. This overhead cost will include all transient home office personnel such as safety superintendents, etc. Cost of all office personnel (clerks, computer operators, payroll, etc.) will be borne in the overhead cost.

9.1.4 Tools:

9.1.4.1 Labor charges above include cost of small tools and equipment with individual value under \$400.00.

9.1.4.2 Any equipment of tools common to the trade with a value over \$400.00 owned and furnished by contractor will be charged at 75% of standard AED rates.



9.1.4.3 Any equipment or tools common to the trade which must be rented by contractor will be charged at rental invoice cost plus 10 % for handling.

9.1.5 Subcontracts: Any work which must be subcontracted by contractor will be charged at invoice cost plus 7½ % for handling.

Note: Items 9.1.4.2 and 9.1.4.3 will not apply for common tools of the trade being used on the base contract.

9.2 Overtime: Contractor will be reimbursed on the following basis for overtime worked at the request of Unilever HPC USA for the purpose of (a) improving the schedule or (b) additions/revisions to the scope of work.

9.2.1 For Work Included in Scope of Work:

Premium portion of pay, fringe benefits, taxes, and insurance applicable to premium portion of pay, with no makeup for overhead and profit.

9.2.2 For Work Not Included in Scope of Work (additions/revisions):

Prevailing union overtime scale, fringe benefits, taxes, and insurance, with no markup for overhead and profit on premium portion of pay.

Premium portion of pay shall mean prevailing union overtime scale less than the base pay scale.

Contractor will not be reimbursed for spot overtime worked for his convenience or to maintain the agreed upon schedule.

10.0 Contractor has visited the job site and is fully aware of the field conditions he will encounter, and has made provisions in the bid for these conditions.

Yes X No \_\_\_\_\_ (If no, state conditions)

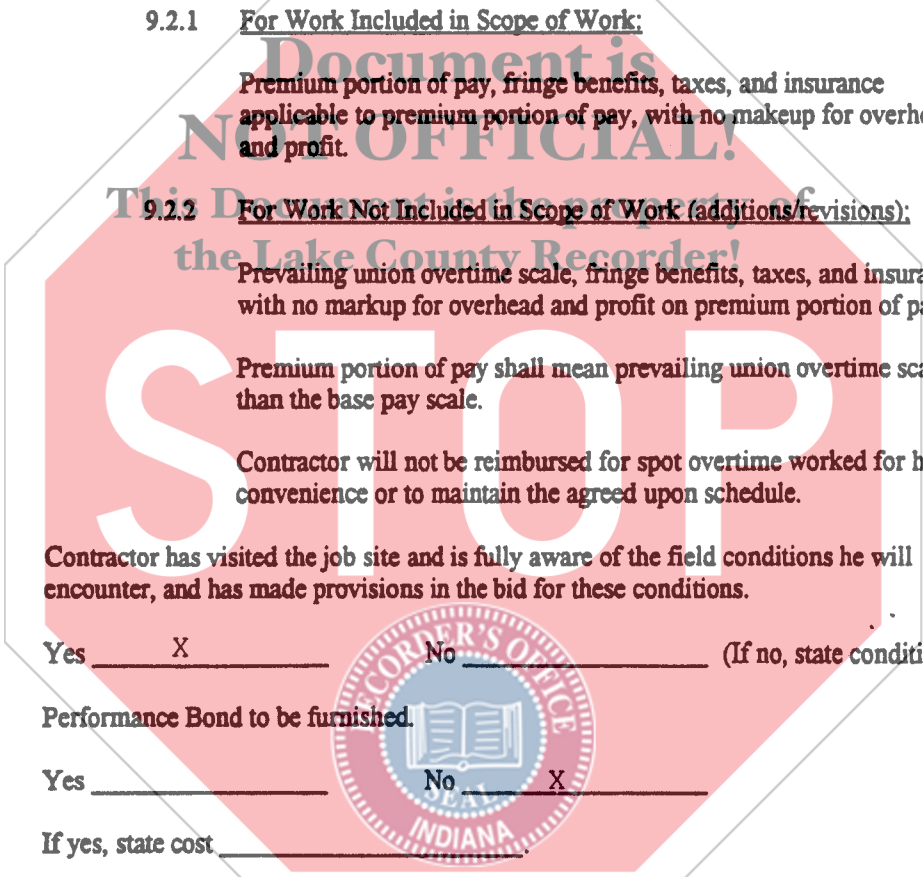
11.0 Performance Bond to be furnished.

Yes \_\_\_\_\_ No X

If yes, state cost \_\_\_\_\_

Has cost been included in the firm lump sum price?

Yes \_\_\_\_\_ No X



- 12.0 This is a "No-Lien" contract, any may be recorded in a court of competent jurisdiction. All invoices submitted for payment must be accompanied by a notarized partial or full Waiver of Lien. Waivers of Lien from all third parties (by subcontractors or by suppliers of materials) shall also be proved when the amount of \$5,000.00 or more is involved during a billing period. Nonetheless, Unilever reserves the right to insist on receipt of all Waivers of Lien from the subcontractors and suppliers or materials; likewise, when the amount involved is less than \$5,00000.

Waivers of Lien are to identify the following:

Purchase Order No.  
Project No.  
Plant Location  
Work Description – Material Supplied  
Dollar Value  
Printed or Typed Name of Person Signing, and His Title

- 13.0 Schedule Requirements:

Time is of the essence regarding all schedules. Upon receipt of a purchase order, the contractor shall within two (2) weeks furnish Unilever HPC USA – Purchasing Division, a detailed construction schedule. Failure to comply with all schedules may result in Unilever's enforcement of Section 22.0, entitled "Cancellation of Contract", of the G-3 document.

- 14.0 Health, Safety, and Environmental Protection Regulations:

Bidder agreement to comply, in design and function, with the requirements of applicable Federal, State, and Local Health, Safety, and Environmental Protection Rules & Regulations is mandatory.

Bidder additionally agrees to hold Unilever HPC USA harmless from any and all liabilities, claims, fines, criminal and civil penalties, including reasonable costs and settlements, which may arise out of the delivery by bidder of items which do not meet these Health, Safety, and Environmental requirements.

- 15.0 Bidders are required to submit a letter with their proposals stating that they agree to comply with all bid documents as submitted by Unilever HPC USA, and additionally that they agree to comply with and shall be bound by Unilever's GC-3, entitled "General Conditions – Contract Work", and Unilever's Safety Standard No. 9, "Instructions for Outside Contractor". This must be furnished on the bidder's company letterhead addressed to:

UNILEVER HPC USA  
ATTN: Mr. J. A. Grabelle

Purchasing Manager  
1200 Calumet Avenue  
Hammond, IN 46320

Failure to do so may result in entire bid being rejected.

(Please include business card of the person to contact regarding this bid.)

**16.0 Anticipated Schedule and Monthly Updates:**

If bidder is awarded the work, with two (2) weeks after bidder executes the Purchase Order Acknowledgement Copy, the successful bidder agrees to provide the following:

- 16.1 Estimated schedule by code of accounts.
- 16.2 Estimated staffing schedule by code of accounts.
- 16.3 Estimated staffing schedule by trade.
- 16.4 Time required to mobilize and start.
- 16.5 Time required to complete.
- 16.6 Time required to submit drawings for approval.

**17.0 Price Breakdown:**

If bidder is awarded the work, with two (2) weeks after bidder executes the Purchase Order acknowledgement Copy, the successful bidder agrees to furnish a complete price breakdown as follows:

- 17.1 Total estimated labor hours by code of accounts.
- 17.2 Total estimated cost for labor by code of accounts.
- 17.3 Itemized material costs by code of accounts.
- 17.4 As a further requirement, the successful bidder agrees to furnish on a monthly basis the following:
  - 17.4.1 Labor hours spent by code of accounts.
  - 17.4.2 Labor dollars spent by code of accounts.
  - 17.4.3 Material costs by code of accounts.
  - 17.4.4 Estimated labor hours to complete by code of accounts.
  - 17.4.5 Status of change orders for additions or revisions to the scope of work by code of accounts.
  - 17.4.6 Sales tax by code of accounts.
  - 17.4.7 Update information to the project schedule as may be directed by Unilever HPC USA.
  - 17.4.8 Revised staffing schedule by trade and code of accounts.
  - 17.4.9 Any other information Unilever may request regarding the progress of the work.

- 18.0 Purchase Order must be countersigned and acknowledgement copy returned to Mr. J.A. Grabelle, Purchasing Manager, Unilever HP USA, Hammond, IN, within 24 hours of receipt of Purchase Order prior to any ordering of materials or performing any preparatory function for the contract.
- 19.0 Bid Document List (attached)
- 20.0 Acknowledgement Form (attached)
- 21.0 Contractor agrees to comply with, and shall be bound by Unilever's GC-3, GS-7, SS-2, SS-6, SS-9, SS-13, SS-16 and Specification 00-023 titled "DFA/RCU and Transfer Piping" dated 4/25/00.

COMPANY: McCARTIN MCAULIFFE MECHANICAL CONTRACTOR, INC.

ADDRESS: 4508 Columbia Avenue

SIGNED: Ken J. Graves

TITLE: Ken J. Graves - Sr. Estimator

DATE: May 12, 2000

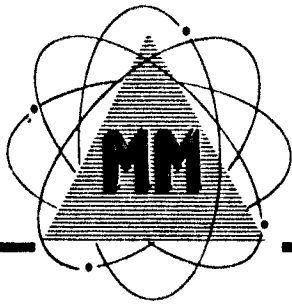
PHONE: (219) 931-6600

Unilever HPC USA reserves the right to reject any/all proposals with or without cause, and to accept the proposal that best serves its interests.

Information not provided as required by the specification shall be cause for disqualification.

Errors appearing in the bid will not be relieved after the award of the contract, and the successful bidder will be held strictly accountable for its bid as submitted.





# McCartin McAuliffe Mechanical Contractor, Inc.

SERVING INDUSTRY SINCE 1917

4508 Columbia · Hammond, Indiana 46327  
219-931-6600 773-374-3335 FAX 219-931-6625

May 12, 2000

UNILEVER HOME & PERSONAL CARE  
1200 Calumet Avenue  
Hammond, Indiana 46320

Attention: Mr. Jerry Grabelle

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

RE: Unilever Project #00-023  
DFA/RCU Transfer Piping  
Our Ref. No. McA 01-00-81

Gentlemen:

We are pleased to submit our proposal for the above referenced project, to provide the necessary labor, tools, equipment and materials, all in accordance with your proposal and the following:

- 1] Bid Form
- 2] Pricing Breakdown & Clarifications
- 3] Preliminary Construction Schedule (Later)
- 4] Time & Material Letter (On File With Unilever)

Thank you for the opportunity of quoting the above referenced project and trust that we may be of service to you.

Very truly yours,

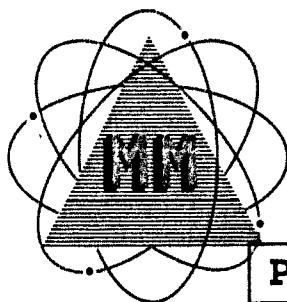
MCCARTIN MCAULIFFE  
MECHANICAL CONTRACTOR, INC.

*Ken J. Graves*

Ken J. Graves  
Sr. Estimator

KJG/teb

May 12, 2000



RE: Unilever Project #00-023  
DFA/RCU Transfer Piping  
Our Ref. McA 01-00-81

**PRICING BREAKDOWNS & CLARIFICATIONS**

The following are our pricing breakdowns - For Accounting purposes only:

Work Inside RCU Building

Material ----- \$ 5,265.00  
Labor & Equipment-- \$ 194,482.00  
Demolition ----- \$ 9,696.00

Work Outside The RCU Building

Material ----- \$ 15,676.00  
Labor & Equipment-- \$ 187,632.00  
Demolition ----- \$ -0-

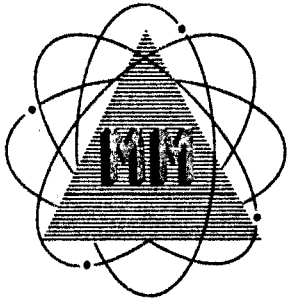
The following clarifications shall apply:

1) We include the following:

- A) Our proposal is based on the bid documents unless noted herein.
- B) Addendum #1 - Dated 4/26/00
- C) RE: Note 1 on P&ID 9-0-3101 - Our proposal is based on gear operators for 6" and larger valves only.
- D) Blowouts every 50' on the DFA Transfer headers for the RCU Building Tunnel Piping
- E) Piping work that is clearly indicated on the P&ID's and piping physical drawings.
- F) We include valves, specialties and instruments on the P&ID's only.
- G) Saw cutting (2) holes in concrete floor in RCU Building Between Pits 1 & 2 and Pits 7 & 8, approximately 2' X 5' for access to tunnel.
- H) Furnishing new shoes and miscellaneous pipe supports in RCU Building (all existing supports and support steel will be re-used)

2) We do not include the following:

- A) Steam or Electrical Tracing
- B) Furnishing or installing any spring pipe supports
- C) Stripping insulation on piping to be demolished (demolished piping to be disposed of in Unilever dumpster with insulation on piping).

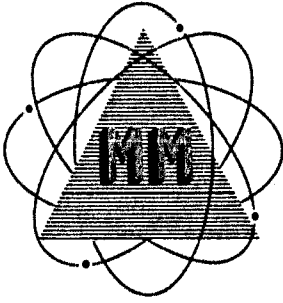


## CLARIFICATIONS

May 12, 2000

Page - 2

- D] Furnishing the 3" flexible metal hose with Camlock fittings (we assume existing hoses will be re-used).
- E] New air supply lines for control valves (our proposal is based on reusing the existing instrument air lines).
- F] Electrical Work - Including calibration of electrical operated control valves
- G] N.D.E.
- H] Dedicated Fire Watch or Confined Space Watch
- I] Repair of access holes as noted in Item 1H above (it is our understanding that these holes will be used for vent fans upon design by Ambitech Engineers)
- J] Sales Tax
- 3] We understand that Unilever will clean the Train Shed Pits and Tunnels.
- 4] The new pumps to be installed by Unilever shall be installed in time to meet the schedule sequence of work areas.
- 5] Our optional price (ADD) for removing the 300 GPM sump pump, pump pad and piping to isolation valve is \$ 800.00.
- 6] We have based our proposal upon the Owner:
- A] furnishing complete access to the work site allowing us to perform our work in an unimpeded and continuous manner.
- B] isolating, shutting down, draining and purging as necessary, all existing piping and equipment which is to be cut and/or tied into by us.
- C] delivering Owner furnished material and equipment in a sequence compatible with our schedule and installation requirements.
- 7] Specifically excluded from our proposal is any/all work associated with discovery, handling, removing, etc. of any hazardous, toxic or contaminated materials, and the Owner shall indemnify and hold harmless the Contractor for any liability, damage, claim or action arising therefrom to the fullest extent permitted by law.



**CLARIFICATIONS**

May 12, 2000

Page - 3

- 8] RE - Trash and wastes generated as a result of this work:
- A] When brought on site by ourselves, we have included costs for the removal of same.
  - B] When brought on site by Owner, we have included costs for the removal of same to dumpsters provided by Owner and/or others.
- 9] Our proposal remains effective for a period of 30 calendar days.
- 10] All work shall be done working a normal forty (40) hour work week, Monday through Friday, 7:00 A.M. to 3:30 P.M., excluding legal holidays.
- 11] Payment terms are net 30 days. Invoices not paid within 30 days shall be subject to a service charge of 1 ½% per month (18% annually).
- 12] We presume a mutually agreeable contract.
- 13] Our proposal excludes delays caused by Owner inspections, operations, tests, etc.
- 14] Our proposal excludes delays resulting from failure of existing valve(s) in each system to shutdown and isolate the system as needed.
- 15] Our proposal is based on all material that is to be provided by Owner, being on site and turned over to us for inventory purposes before start of work.





## **EXHIBIT B**

Said Construction Contract shall be performed at the property of Unilever in Hammond, Indiana, and commonly known as 1200 Calumet Avenue and legally described in the following attached Deed Numbers;

- Deed Number**
- 1) Quit Claim Deed #367935, Deed Record 439/336, recorded April 1, 1929
  - 2) Warranty Deed #367936, Deed Record 439/337, recorded April 1, 1929
  - 3) Warranty Deed #64797, Deed Record 538/39, recorded November 4, 1935
  - 4) Deed #78369, Deed Record 546/32, recorded May 23, 1936
  - 5) Trustee's Deed #311459, recorded August 8, 1975
  - 6) Quit Claim Deed #425297, recorded August 29, 1977
  - 7) Warranty Deed #425300, recorded August 29, 1977
  - 8) Warranty Deed #487033, recorded August 28, 1978

Unilever Home & Personal Care - USA

1200 Calumet Avenue • Hammond, Indiana 46320-1096  
Telephone (219) 659-3200

434/336

First Tr. & Sav. Bank

367935 c

Lever Bros. Co.

*Handwritten initials and scribbles*

QUIT CLAIM DEED

THIS INDENTURE MADE this 29 day of March, A.D. 1929, between the First Trust and Savings Bank of Hammond, Indiana, a corporation created and existing by virtue of the laws of the State of Indiana, and doing business in the State of Indiana, party of the first part, and Lever Brothers Company of Cambridge, Massachusetts, a corporation organized under the laws of the State of Maine, party of the second part,

That the said party of the first part for and in consideration of the sum of ten (\$10.00) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, has released, released, sold, conveyed and quit claimed unto the said party of the second part, its successors and assigns, all of the right, title, interest, claim and demand which said party of the first part has in the following described real estate situated in the City of Hammond, County of Lake, in the State of Indiana, and described as follows to-wit:

A part of U.S. Government Lots Number one (1) and number two (2) in the East one half (E $\frac{1}{2}$ ) of Section one (1) Township thirty seven (37) North, Range ten (10) West of the 2nd Principal Meridian, Lake County, Indiana, described as:-  
Commencing at a point seventeen and three tenths feet (17.3') North of the South east corner of said U.S. Government Lot Number one (1), thence North eight hundred eighty nine and twenty one one hundredths feet (890.21') on the East line of said Section one (1) to a point fifty feet (50') Southwesterly by a rectangular measurement from the center line of the One hundred foot (100') right of way of the Pittsburgh, Fort Wayne and Chicago Railway; thence Northwesterly thirteen hundred fifty five and thirtyfour one hundredths feet (1355.34') parallel to and fifty feet (50') Southwesterly by rectangular measurement from said center line of the Railroad right of way to the Wolf River center line, as established by agreement dated December 3rd, 1903; thence Southwesterly seven hundred thirty seven and twenty two one hundredths feet (737.22') on said center line to the original center line of Indianapolis Boulevard (before same was widened to one hundred feet (100') by an addition of twenty feet (20') along the Northeastly side thereof); thence Southeastly fifteen hundred one and seventy six one hundredths feet (1501.75') along said center line of Indianapolis Boulevard to a point; thence Northeastly one hundred seventy five and eighty nine one hundredths feet (175.89') by rectangular measurement from said center line; thence East one hundred seventy five and eighty nine one hundredths feet (175.89') to the place of beginning; (excepting from the above description a tract of land two hundred feet (200') in width lying adjacent to and parallel to a line which is fifty feet (50') distant Southwesterly by rectangular measurement, from the center line of said center line one hundred foot (100') right of way of the Pittsburgh, Fort

... to the original center line of Indianapolis  
(before same was widened to one hundred feet (100') by an addition of  
... (20') along the Northeasterly side thereof); thence Southeasterly fifteen  
... seventy six one hundredths feet (1501.75') along said center line of  
... Boulevard to a point; thence Northeasterly one hundred seventy five and  
... one hundredths feet (175.59') by rectangular measurement from said center  
...; thence East one hundred seventy five and eighty nine one hundredths feet (175.59')  
... of beginning; (excepting from the above description a tract of land two  
... feet (200') in width lying adjacent to and parallel to a line which is fifty  
... (50') distant Southwesterly, by rectangular measurement, from the center line of  
... one hundred foot (100') right of way of the Pittsburgh, Fort  
... and Chicago Railway; containing nineteen and five tenths (19.5) acres, exclusive  
... of streets.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances  
and privileges thereto belonging or in any wise thereto appertaining; and all the  
estate, right, title, interest and claim whatever of the said party of the first  
part either in law or equity to the only proper use, benefit and behoof of the party  
of the second part, its successors and assigns, forever.

This deed is executed pursuant to authority given by the Board of Directors of  
said First Trust and Savings Bank of Hammond, Indiana.

IN TESTIMONY WHEREOF, the said First Trust and Savings Bank of Hammond, Indiana,  
hath hereto caused its corporate seal to be affixed to these presents to be signed  
by its President and attested by its Secretary the day and year first above written.

(Corporate Seal) FIRST TRUST AND SAVINGS BANK of Hammond, Indiana,  
By Peter W. Meyn, President.

Attest: Chas. H. Walters, Secretary  
State of Indiana, County of Lake, SS:

I, Grace R. Conroy, a Notary Public, in and for said County and State do  
hereby Certify that Peter W. Meyn, President of the First Trust and Savings Bank,  
of Hammond, Indiana, and Charles H. Walters, Secretary of said First Trust and  
Savings Bank, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, as such President and Secretary, respectively  
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 the free and voluntary  
act of said First Trust and Savings Bank of Hammond, Indiana, for the uses and  
purposes therein set forth; and the said Secretary did also then and there acknowledge  
that he as custodian of the corporate seal of said First Trust and Savings Bank did  
affix said corporate seal of said First Trust and Savings Bank to said instrument  
as his own free and voluntary act and as the free and voluntary act of said First  
Trust and Savings Bank for the uses and purposes therein set forth.

WITNESSED and attested my hand and Notarial seal this 29 day of March, 1929.

(Seal) Grace R. Conroy Notary Public

part either in law or equity to the only proper use, benefit and behoof of the party of the second part, its successors and assigns, forever.

This deed is executed pursuant to authority given by the Board of Directors of said First Trust and Savings Bank of Hammond, Indiana.

IN TESTIMONY WHEREOF, the said First Trust and Savings Bank of Hammond, Indiana, hath hereto caused its corporate seal to be affixed to these presents to be signed by its President and attested by its Secretary the day and year first above written.

(Corporate Seal) FIRST TRUST AND SAVINGS BANK of Hammond, Indiana,  
By Peter W. Meyn President

Attest: Chas. E. Wolters Secretary  
State of Indiana, County of Lake, SS:

I, Grace R. Conroy, a Notary Public, in and for said County and State do hereby certify that Peter W. Meyn, President of the First Trust and Savings Bank, of Hammond, Indiana, and Charles E. Wolters, Secretary of said First Trust and Savings Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such President and Secretary, respectively 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 the free and voluntary act of said First Trust and Savings Bank of Hammond, Indiana, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that as a custodian of the corporate seal of said First Trust and Savings Bank did affix said corporate seal of said First Trust and Savings Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said First Trust and Savings Bank for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and Notarial seal this 29 day of March, 1929.

(Seal) Grace R. Conroy Notary Public

My commission expires Feb. 9, 1930.

Filed April 1, 1929 at 10 A.M.

*Bessie B. Ross*  
Recorder

439/337

City of Hammond

367936 h.

Lever Brothers Co.

WARRANTY DEED.

THIS INDENTURE WITNESSETH, That the City of Hammond, in the County of Lake and State of Indiana, pursuant to Ordinance No. 2123 of the Common Council of the City of Hammond, Indiana, and pursuant to Ordinance No. 2124 of the Common Council of the City of Hammond, Indiana, in consideration of One Dollar and other valuable considerations, Conveys to Lever Brothers Company, a corporation of Cambridge, Massachusetts, the following described Real Estate, situate in the County of Lake and State of Indiana, to-wit:

A part of U. S. Government Lots Number One (1) and Number Two (2) in the East One-half (E $\frac{1}{2}$ ) of Section One (1), Township Thirty-seven (37) North, Range Ten (10) West of the Second Principal Meridian, Lake County, Indiana, described as:

Commencing at a point seventeen and three tenths feet (17.3 $\frac{3}{10}$ ) North of the Southeast corner of said U. S. Government Lot Number One (1), thence North Eight Hundred Eighty-nine and twenty-one one hundredths feet (889.21 $\frac{21}{100}$ ) on the East line of said Section One (1) to a point Fifty feet (50 $\frac{0}{100}$ ) southwesterly by rectangular measurement from the center line of the One Hundred Foot (100 $\frac{0}{100}$ ) right-of-way of the Pittsburgh, Fort Wayne and Chicago Railway; thence Northwestwardly thirteen Hundred Fifty-five and thirty-four one hundredths feet (1355.34 $\frac{34}{100}$ ) parallel to and fifty feet (50 $\frac{0}{100}$ ) southwesterly by rectangular measurement from said center line of the railroad right-of-way to the Wolf River center line, as established by agreement dated December 3rd, 1903, thence southwesterly seven hundred thirty-seven and twenty-two one hundredths feet (737.22 $\frac{22}{100}$ ) on said center line to the original center line of Indianapolis Boulevard (before same was widened to one hundred feet (100 $\frac{0}{100}$ )) by an addition of twenty feet (20 $\frac{0}{100}$ ) along the northeasterly side thereof; thence Southeasterly fifteen hundred one and seventy-six one hundredths feet (1501.76 $\frac{76}{100}$ ) along said center line of Indianapolis Boulevard to a point; thence Northeasterly one hundred Seventy-five and eighty-nine one hundredths feet (175.89 $\frac{89}{100}$ ) by rectangular measurement from said center line; thence East One Hundred Seventy-five and eighty-nine one hundredths feet (175.89 $\frac{89}{100}$ ) to the place of beginning. Excepting from the above description a tract of land two hundred feet (200 $\frac{0}{100}$ ) in width lying adjacent to and parallel to a line which is fifty feet (50 $\frac{0}{100}$ ) distant Southwesterly by rectangular measurement from the center line of the above described one hundred foot (100 $\frac{0}{100}$ ) right-of-way of the Pittsburgh, Fort Wayne, and Chicago Railway containing nineteen and five tenths (19.5) acres, exclusive of streets.

IN WITNESS WHEREOF, The said City of Hammond, Indiana, has executed

a point; thence Northeasterly one hundred Seventy-five and eighty-nine one-hundredths feet (175.89') by rectangular measurement from said center line; thence East One Hundred Seventy-five and eighty-nine one-hundredths feet (175.89') to the place of beginning: Excepting from the above description a tract of land two hundred feet (200') in width lying adjacent to and parallel to a line which is fifty feet (50') distant Southwesterly by rectangular measurement from the center line of the above described one hundred foot (100') right-of-way of the Pittsburgh, Fort Payne, and Chicago Railway containing nineteen and five tenths (19.5) acres, exclusive of streets.

IN WITNESS WHEREOF, The said City of Hammond, Indiana, has executed this Deed under the hands of its Mayor and attested by the Clerk of the said City of Hammond, Indiana and caused the seal of said City to be affixed hereto by said Clerk this 29 day of March, A.D., 1929.

(SEAL)

NOTARY PUBLIC  
City of Hammond, Indiana

By: Adrian E. Tinkham Its Mayor

This Document is the property of  
the Lake County Recorder

Attest: Arnold H. Kunert  
Clerk of the City of Hammond, Indiana.

State of Indiana, County of Lake, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared before me, Adrian E. Tinkham, Mayor of the City of Hammond, Indiana, and Arnold H. Kunert, Clerk of the City of Hammond, Indiana, and the said Adrian E. Tinkham thereupon acknowledged the execution of the above conveyance as the act and deed of the City of Hammond, Indiana, and thereupon the said Arnold H. Kunert, as Clerk of the City of Hammond, Indiana, acknowledged the attestation of the foregoing Deed and the affixing of the corporate seal thereto, and acknowledged the genuineness of said Seal.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official Notarial Seal on the 29th day of March, A.D., 1929.

(SEAL)

Eileen Shantz Notary Public.

My commission expires March 23, 1931.  
Filed April 1, 1929 at 10 A.M.

*Russell B. ...*  
Recorder..

64797

DL 5387  
150

RECORDED  
NOV 15 1925  
Joseph C. Finch

# Warranty Deed

635 NOV 14 1925  
SEC. 300  
FRANK S. ...

This Adventure Witnesseth, That  
GEORGE LEVENTOPOULOS and BERTHA LEVENTOPOULOS, his wife,  
and PETER LEVENTOPOULOS and ANNA LEVENTOPOULOS, his wife,

of Lake County, in the State of Indiana,  
Convey and Warrant to LEVER BROTHERS COMPANY, a corporation,

of Middlesex County, in the State of Massachusetts, for and in consideration  
of TEN DOLLARS and other good and valuable consideration Dollars,  
the receipt whereof is hereby acknowledged, the following described Real Estate in  
Lake County in the State of Indiana, to-wit:

That part of the east half of Section 1, Township  
37 North, Range 10 West of the 2nd P.M., in Lake County, Indi-  
ana, described as follows: Beginning at the intersection of  
the center line of Indiana Boulevard as it was in the year 1922,  
with the center line of Calumet Avenue, thence north along the  
said center line of Calumet Avenue 495.32 feet, thence west  
at right angles to the last described line 175.89 feet to a  
point, thence southwesterly at an angle of 140 degrees 54 min-  
utes with said last described line and at right angles to  
the said center line of Indiana Boulevard as it was in the year  
1922, 175.89 feet to the said center line of Indiana Boulevard  
as it was in the year 1922, thence southeasterly along said  
center line 495.32 feet to the place of beginning, containing  
two acres, more or less, the same being parts of Lots 1 and 2,  
in the old (Government) survey of Section 1 aforesaid, situ-  
ated in the City of Hammond, in Lake County, Indiana;

\*EXCEPTING so much of said real estate as has been  
dedicated for street purposes in Indianapolis Boulevard and  
Calumet Avenue in the City of Hammond, Lake County, Indiana.

FREE AND CLEAR of all mortgages, liens, and other  
encumbrances excepting only taxes and assessments for the year  
1935, payable in 1936.

In Witness Whereof, The said George Leventopoulos and Bertha  
Leventopoulos, and Peter Leventopoulos and Anna Leventopoulos,

Handwritten signatures and stamps at the bottom of the document.

Lake

County in the State of Indiana, to-wit:

That part of the east half of Section 1, Township 37 North, Range 10 West of the 2nd P.M., in Lake County, Indiana, described as follows: Beginning at the intersection of the center line of Indiana Boulevard as it was in the year 1922, with the center line of Calumet Avenue, thence north along the said center line of Calumet Avenue 495.32 feet, thence west at right angles to the last described line 175.89 feet to a point, thence southwesterly at an angle of 140 degrees 54 minutes with said last described line and at right angles to the said center line of Indiana Boulevard as it was in the year 1922, 175.89 feet to the said center line of Indiana Boulevard as it was in the year 1922, thence southeasterly along said center line 495.32 feet to the place of beginning, containing two acres, more or less, the same being parts of Lots 1 and 2, in the old (Government) survey of Section 1 aforesaid, situated in the City of Hammond, in Lake County, Indiana;

EXCEPTING so much of said real estate as has been dedicated for street purposes in Indiana Boulevard and Calumet Avenue in the City of Hammond, Lake County, Indiana.

**NOT OFFICIAL!**

FREE AND CLEAR of all mortgages, liens, and other encumbrances excepting only taxes and assessments for the year 1935, payable in 1936.

the Lake County Recorder!

In Witness Whereof, The said George Leventopoulos and Bertha Leventopoulos, and Peter Leventopoulos and Anna Leventopoulos,

have hereunto set their hand and seals, this 12 day of November 1935.

*George Leventopoulos* (SEAL) *Bertha Leventopoulos* (SEAL)  
*Anna Leventopoulos* (SEAL) *Peter Leventopoulos* (SEAL)

STATE OF INDIANA, Lake County, IN:

Before me, the undersigned, a Notary Public in and for said County and State, this 12<sup>th</sup> day of N O V E M B E R, A. D., 19 35, personally appeared the within named

George Leventopoulos and Bertha Leventopoulos, his wife, and Peter Leventopoulos and Anna Leventopoulos, his wife,

Grantor of the above, and acknowledged the same to be their voluntary act and deed for the uses and purposes herein contained.

In Witness Whereof, I have hereunto subscribed my name and seal of office, this 12<sup>th</sup> day of November, 1935.



Dr  
546-32

346-32

78211  
D E E D

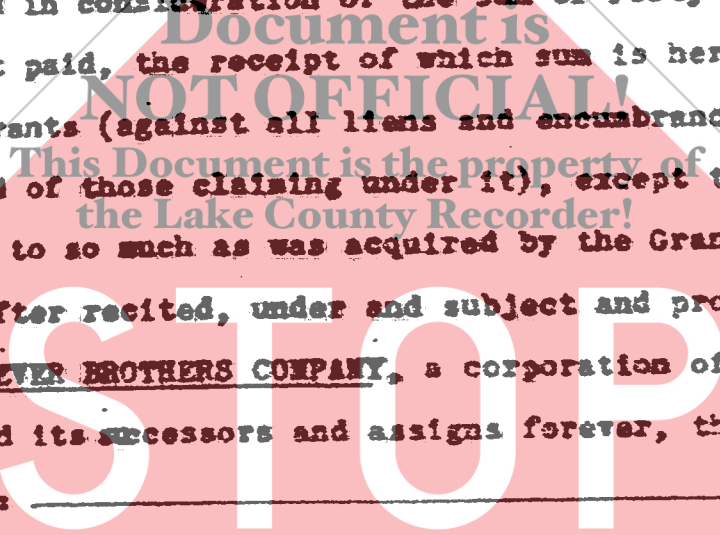
*William [unclear]*

E  
F  
G  
H  
I  
J  
K  
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M  
N  
O

THIS INDENTURE WITNESSETH, that the PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY, a corporation, the Grantor, for and in consideration of the sum of Forty Thousand Dollars (\$40,000), to it paid, the receipt of which sum is hereby acknowledged, conveys and warrants (against all liens and encumbrances only, and against its own acts and of those claiming under it), except that the warranty shall not apply to so much as was acquired by the Grantor by quitclaim deed as hereinafter recited, under and subject and provided as hereinafter mentioned, to LEVER BROTHERS COMPANY, a corporation of the State of Maine, the Grantee, and its successors and assigns forever, the following described premises:

ALL THAT CERTAIN piece or parcel of land SITUATE in the City of Hammond, Township of North, County of Lake and State of Indiana, and being part of the Northeast Quarter of Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian, bounded and described as follows, viz:

BEGINNING at a point where the Northeasterly line of land of Lever Brothers Company meets the middle line of Calumet Avenue, eighty feet wide, in the line dividing Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian from Section Six, Township Thirty-seven North, Range Nine West of the Second Principal Meridian, at the distance of six hundred and forty-six feet and eight one-hundredths of a foot measured due North along said Section dividing line from a point at the East quarter corner of said Section One; extending from said beginning point North fifty degrees eleven minutes two seconds West, by said land of Lever Brothers Company, crossing the Westerly line of said Calumet Avenue and by land now or formerly of the Shedd Estate, the distance of one thousand six hundred and thirty-nine feet to a point, said line being immediately contiguous to and superimposed upon the present northeast boundary line of property now owned by Lever Brothers Company; thence by land of the Pittsburgh, Fort Wayne and Chicago Railway Company the following two courses and distances:



...the line ... Second Principal Meridian from Section Six, Township Thirty-seven North, Range Nine West of the Second Principal Meridian, at the distance of six hundred and forty-six feet and eight one-hundredths of a foot measured due North along said Section dividing line from a point at the East quarter corner of said Section One; extending from said beginning point North fifty degrees eleven minutes two seconds West, by said land of Lever Brothers Company, crossing the Westerly line of said Calumet Avenue and by land now or formerly of the Shedd Estate, the distance of one thousand six hundred and thirty-nine feet to a point, said line being immediately contiguous to and superimposed upon the present northeast boundary line of property now owned by Lever Brothers Company; thence by land of the Pittsburgh, Fort Wayne and Chicago Railway Company the following two courses and distances: (1) North thirty-nine degrees forty-eight minutes fifty-eight seconds East Eighty feet to a point, and (2) South fifty-three degrees forty-nine minutes six seconds East, recrossing said Westerly line of Calumet Avenue, one thousand four hundred and ninety-six feet and thirty-five one-hundredths of a foot to a point in the said middle line of Calumet Avenue in said line dividing Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian from Section Six, Township Thirty-seven North, Range Nine West of the Second Principal Meridian, and thence due South, along said middle line of Calumet Avenue, being along said last mentioned Section dividing line, the distance of two hundred and twenty-seven feet and fifty-seven one-hundredths of a foot to the place of beginning. CONTAINING four acres and six thousand six hundred and seven ten-thousandths of an acre, more or less.

(BEING part of the same premises (1) a portion of which was conveyed to the Grantor by Deed from the City of Hammond dated November 6th, 1924, and recorded in Lake County, Indiana, in Deed Book No. 341, page 570; (2) another portion of which was conveyed to said Grantor by Deed from Charles B. Shedd, et al, dated August 18th, 1924 recorded as aforesaid in Deed Book 333, page 235 (3) and the other portion of which was quit-claimed to said Grantor by Deed from the First Trust and Savings Bank of Hammond, Lake County, Indiana, dated November 5th, 1924, recorded as aforesaid in Deed Book 341, page 339, Excepting, Reserving and Subject as in said Deeds set forth.)

UNDER AND SUBJECT (1) to the right of way or easement, fifty feet wide, for railroad switch and the easement for wagon road reserved by Charles B. Shedd, et al, in their deed dated August 18th, 1924, above recited, and (2) if and to the extent the same may now affect the land above described, to the water way dedicated by Agreement between Oliver Forsyth and S.A. Shedd dated December 3rd, 1901, and subject to any rights of the State of Indiana and the United States of America in said water way.

PROVIDED always and this conveyance is made on condition that neither the said Grantor, nor its successors or assigns, shall be liable or obliged to construct or maintain any fence between the above described

one thousand four hundred and ninety-six feet and thirty-five one-hundredths of a foot to a point in the said middle line of Calumet Avenue in said line dividing Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian from Section Six, Township Thirty-seven North, Range Nine West of the Second Principal Meridian, and thence due South, along said middle line of Calumet Avenue, being along said last mentioned Section dividing line, the distance of two hundred and twenty-seven feet and fifty-seven one-hundredths of a foot to the place of beginning. CONTAINING four acres and six thousand six hundred and seven ten-thousandths of an acre, more or less.

(BEING part of the same premises (1) a portion of which was conveyed to the Grantor by Deed from the City of Hammond dated November 6th, 1924, and recorded in Lake County, Indiana, in Deed Book No. 341, page 570; (2) another portion of which was conveyed to said Grantor by Deed from Charles B. Shedd, et al, dated August 18th, 1924, recorded as aforesaid in Deed Book 338, page 235 (3) and the other portion of which was quit-claimed to said Grantor by deed from the First Trust and Savings Bank of Hammond, Lake County, Indiana, dated November 5th, 1924, recorded as aforesaid in Deed Book 341, page 569, Excepting, Reserving and Subject as in said Deeds set forth.)

UNDER AND SUBJECT (1) to the right of way or easement, fifty feet wide, for railroad switch and the easement for wagon road reserved by Charles B. Shedd, et al, in their deed dated August 18th, 1924, above recited, and (2) if and to the extent the same may now affect the land above described, to the water way dedicated by Agreement between Oliver Forsyth and E.A. Shedd dated December 3rd, 1901, and subject to any rights of the State of Indiana and the United States of America in said water way.

PROVIDED always and this conveyance is made on condition that neither the said Grantor, nor its successors or assigns, shall be liable or obliged to construct or maintain any fence between the above described premises and land of the said Grantor adjoining the same, or be liable or obliged to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof; or be liable for any damage that may be caused by reason of the non-existence of such a fence.

GRANTOR to pay all taxes and assessments for the year 1933 and prior years.

IN WITNESS WHEREOF, the said PITTSBURGH, PORT WAYNE AND CHICAGO RAILWAY COMPANY has caused this Deed to be executed by its Vice President and attested by its Secretary, this 19th Day of May, A.D. 1936.



PITTSBURGH, PORT WAYNE AND CHICAGO RAILWAY COMPANY

By [Signature] President

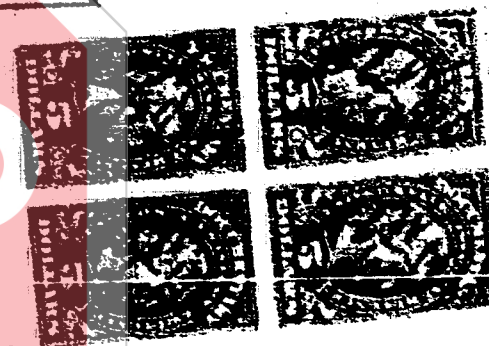
NOT OFFICIAL

This Document is the proper Secretary the Lake County Recorder!

WITNESSES:

Chas. J. Thompson

W. M. McMenamin



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA



SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and Commonwealth appeared [Signature] President, and [Signature] Secretary, respectively, of the PITTSBURGH, PORT WAYNE AND CHICAGO RAILWAY COMPANY, a Corporation, and severally acknowledged the execution of the foregoing Deed to be the voluntary act and deed of said PITTSBURGH, PORT WAYNE AND CHICAGO RAILWAY COMPANY, and their voluntary act and deed as such officers.

COMMONWEALTH OF PENNSYLVANIA —  
COUNTY OF PHILADELPHIA \_\_\_\_\_ SS:

BEFORE ME, the undersigned, a Notary Public in and for said  
County and Commonwealth appeared \_\_\_\_\_ as  
*also* President, and \_\_\_\_\_ as  
Secretary, respectively, of the PITTSBURGH, PORT WAYNE AND  
CHICAGO RAILWAY COMPANY, a Corporation, and severally acknowledged the  
execution of the foregoing Deed to be the voluntary act and deed of said  
PITTSBURGH, PORT WAYNE AND CHICAGO RAILWAY COMPANY, and their voluntary  
act and deed as such officers.

*May* WITNESS my hand and Notarial Seal this *19th* day of  
A.D. 1936.

This Document is the property of  
DULY ENTERED  
FOR TAXATION  
County Recorder!

MAY 25 1936 Notary - Public

My commission expires \_\_\_\_\_  
Notary Public

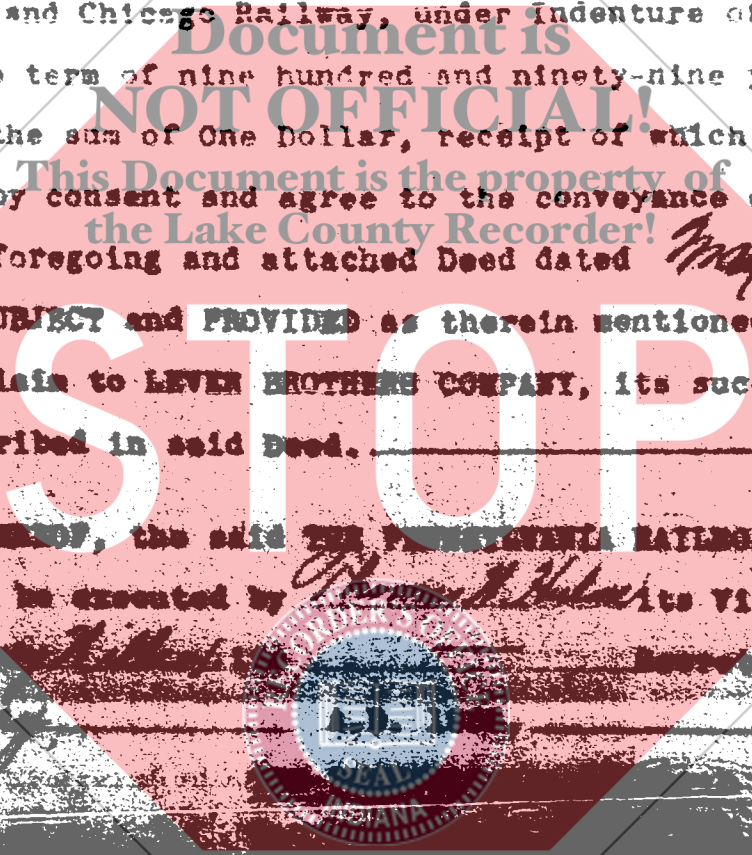
KNOW ALL MEN BY THESE PRESENTS:

THAT THE PENNSYLVANIA RAILROAD COMPANY, Lessee of and operating the Pitts-  
burgh, Port Wayne and Chicago Railway, under Indenture of Lease dated July  
1st, 1889, for the term of nine hundred and ninety-nine years, for and in  
consideration of the sum of One Dollar, receipt of which is hereby acknow-  
ledged, does hereby consent and agree to the conveyance of the premises  
described in the foregoing and attached Deed dated *May 19th*  
1936, UNDER and SUBJECT and PROVIDED as therein mentioned, and does hereby

KNOW ALL MEN BY THESE PRESENTS:

THAT THE PENNSYLVANIA RAILROAD COMPANY, Lessee of and operating the Pitts-  
burgh, Fort Wayne and Chicago Railway, under Indenture of Lease dated July  
1st, 1869, for the term of nine hundred and ninety-nine years, for and in  
consideration of the sum of One Dollar, receipt of which is hereby acknow-  
ledged, does hereby consent and agree to the conveyance of the premises  
described in the foregoing and attached Deed dated *May 1942*  
1936, UNDER and SUBJECT and PROVIDED as therein mentioned, and does hereby  
release and quitclaim to LEVER BROTHERS COMPANY, its successors and assigns,  
the premises described in said Deed.

IN WITNESS WHEREOF, the said THE PENNSYLVANIA RAILROAD COMPANY has caused  
this Deed-Poll to be executed by *Thomas H. Huber* its Vice-President and at-  
tested by *J. M. Huber* Secretary, this *12th*  
day of *May*  
1942.



A-3714  
Reception No. 144855

Notary Public  
A. D. 1975 o'clock M.  
RECORDS FILED IN THE OFFICE OF THE  
INDIANA DIV. Recorder

Recorded this \_\_\_\_\_ day of \_\_\_\_\_

TRUSTEE'S DEED  
**DULY ENTERED 311459**  
**FOR TAXATION** This Indenture Witnesseth

That LAKE COUNTY TRUST COMPANY, AS TRUSTEE under the provisions of a Trust Agreement dated July 25, 1962 and known as Trust No. 932 of Joe Cardonby, and State of Indiana  
AUDITOR LAKE COUNTY

RELEASES AND QUIT CLAIMS

To LEVER BROTHERS COMPANY, a Corporation of the State of Maine,  
1200 Calumet Avenue, City of Hammond,  
of Lake County, in the State of Indiana  
for the sum of One Dollar and other good and valuable consideration  
the following described REAL ESTATE in Lake County, in the State of Indiana

All that part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the 2nd P.M., lying Northeasterly of the Northeasterly line of Indianapolis Boulevard (said Northeasterly line being parallel to and 60 feet Northeasterly by rectangular measurement from the original center line of Indianapolis Boulevard); Southwesterly of the Southwesterly line of the tract of land conveyed to Pittsburgh, Fort Wayne & Chicago Railway Company dated August 18, 1924 and recorded September 23, 1924, in Deed Record 338, page 235, in the Recorder's Office of Lake County, Indiana, Northwesternly of the center line of channel of Wolf River as dedicated December 3, 1901, and recorded December 19, 1901, in Deed Record 92, page 439, in the Recorder's Office of Lake County, Indiana, and Easterly of a line parallel to and 16.5 feet Easterly of center line of a Railroad Side Track running from the Pittsburgh, Ft. Wayne & Chicago Railway, Southerly across Indianapolis Boulevard, and extended Southerly along the Westerly line of the American Maize-Products Company (as said track is located on plat of survey dated May 8, 1942 by Leo Besozzi, registered professional engineer) in the City of Hammond, Lake County, Indiana.

IN WITNESS WHEREOF, The said LAKE COUNTY TRUST COMPANY, as Trustee, by Vincent H. Vermooten, Trust Officer, and Anah L. Taggart, Ass't Secretary has hereunto set its hand and seal this 27th day of June, 1975.

LAKE COUNTY TRUST COMPANY, AS Trustee

ATTEST: \_\_\_\_\_ (SEAL) By: Vincent H. Vermooten (SEAL)  
Anah L. Taggart, as Assistant-Secretary \_\_\_\_\_ (SEAL)  
STATE OF INDIANA (SEAL)  
LAKE COUNTY (SEAL)  
RECORDED (SEAL)

STATE OF INDIANA }  
COUNTY OF LAKE } ss:

AUG 8 9 41 AM '75

ANDREW J. MICHKO  
RECORDER

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Vincent H. Vermooten as Trust Officer and Anah L. Taggart as Assistant Secretary of the 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 27th day of June, 1975.

Ruth E. Carlson  
Ruth E. Carlson - Notary Public

My Commission Expires: March 22nd, 1978.

This instrument prepared by Joel C. Levy, 9013 Indianapolis Blvd

Pol. 349929 LD Singleton, Levy and Crist, Attys-9013 Indpls Blvd, Hgland, In

Inv-186281  
Reception No.

425297

A.D. 10 o'clock M.

Recorded this day of Recorder

QUIT CLAIM DEED

### This Indenture Witnesseth

That Peter C. Smidt

of Lake County, and State of Indiana

STATE OF INDIANA S NO  
LAKE COUNTY  
FILED FOR RECORD

RELEASE & QUIT CLAIM

AUG 29 9 17 AM '77

To Lever Brothers Company, a Maine Corporation

WILLIAM BIELSA, JR.  
RECORDER

907 Ridge Road, Munster, Indiana

of Hammond, Lake County, in the State of Indiana

for the sum of Ten (\$10.00) and other good and valuable consid. Dollars

the following described REAL ESTATE in Lake County, in the

State of Indiana, to-wit:

Part of the East Half of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, more particularly described as:

WAS ALREADY DULY ENTERED FOR TAXATION IN NAME OF Pete C. Smidt & Son, Inc.

AUG 25 1977

Jose A. Andorzo  
AUDITOR LAKE COUNTY  
Reg 3748-9

from the point of intersection of the East line of Section 1 aforesaid, and the centerline of Indianapolis Boulevard, as the same existed prior to the year 1924; thence Northwesterly 1235.4 feet along said centerline of said Indianapolis Boulevard to a point; thence South 50 degrees 45 minutes 07 seconds West, a distance of 40.00 feet to the place of beginning; thence North 39 degrees 14 minutes 53 seconds West, a distance of 801.86 feet along the Westerly right of way line of Indianapolis Boulevard; thence South 17 degrees 15 minutes 23 seconds West, along the centerline of the Wolf River Channel, a distance of 160.29 feet; thence South 0 degrees 27 minutes 00 seconds East, a distance of 955.05 feet along the centerline of the Wolf River Channel; thence South 26 degrees 37 minutes 23 seconds West along the centerline of the Wolf River Channel, a distance of 59.11 feet; thence North 89 degrees 51 minutes 07 seconds East, a distance of 461.02 feet to the West line of Parkview Avenue; thence North 0 degrees 08 minutes 51 seconds West, along said West line of Parkview Avenue, a distance of 445.65 feet; thence North 50 degrees 45 minutes 07 seconds East, a distance of 147.19 feet to the place of beginning, in the City of Hammond, Lake County, Indiana.

DATED this 28th day of July, 1977.

IN WITNESS WHEREOF, Pete C. Smidt (Seal)

Hand and seal this day of 1977

(SEAL) (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF INDIANA, Lake County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally

appeared the within named Peter C. Smidt

who acknowledged the execution of the foregoing Deed to be his voluntary act and deed.

WITNESS my hand and Seal this 28th day of July, 1977.

My Commission expires Sept. 22, 1980

Grace M. Simaga  
Notary Public - Grace M. Simaga 527

This instrument prepared by John F. Beckman, Jr.



Pol 349929 LD

Singleton, Levy and Crist, Attys-9013 Indpls Blvd,  
Highland, Indiana

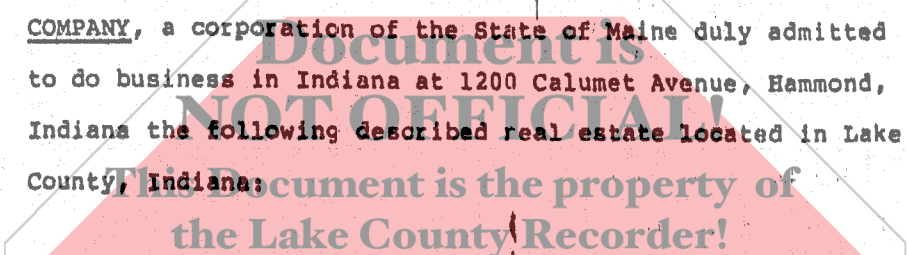
3  
Jan 18 1978

WARRANTY DEED

425300

THIS INDENTURE WITNESSETH that CALUMET COLLEGE,

INC., an Indiana not-for-profit corporation (hereinafter called Grantor) in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and warrants to LEVER BROTHERS COMPANY, a corporation of the State of Maine duly admitted to do business in Indiana at 1200 Calumet Avenue, Hammond, Indiana the following described real estate located in Lake County, Indiana:



Part of the East Half of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, more particularly described as:

from the point of intersection of the East line of Section 1 aforesaid, and the centerline of Indianapolis Boulevard, as the same existed prior to the year 1924; thence Northwesterly 1235.4 feet along said centerline of said Indianapolis Boulevard to a point; thence South 50 degrees 45 minutes 07 seconds West, a distance of 40.00 feet to the place of beginning; thence North 39 degrees 14 minutes 53 seconds West, a distance of 801.86 feet along the Westerly right of way line of Indianapolis Boulevard; thence South 17 degrees 15 minutes 23 seconds West, along the centerline of the Wolf River Channel, a distance of 160.29 feet; thence South 0 degrees 27 minutes 00 seconds East, a distance of 955.05 feet along the centerline of the Wolf River Channel; thence South 26 degrees 37 minutes 23 seconds West along the centerline of the Wolf River Channel, a distance of 59.11 feet; thence North 89 degrees 51 minutes 07 seconds East, a distance of 461.02 feet to the West line of Parkview Avenue; thence North 0 degrees 08 minutes 53 seconds West, along said West line of Parkview Avenue, a distance of 445.65 feet; thence North 50 degrees 45 minutes 07 seconds East, a distance of 147.19 feet to the place of beginning, in the City of Hammond, Lake County, Indiana.

DULY ENTERED  
FOR TAXATION

AUG 25 1977

*Joe Anselardo*

AUDITOR LAKE COUNTY

*Key 31-98-9*

STATE OF INDIANA } S NO  
LAKE COUNTY }  
FILED FOR RECORD

AUG 29 9 37 AM '77

WILLIAM BIELSON, JR.  
RECORDER

This conveyance made subject to:

- (a) Roads, highways, streets and alleys;
- (b) ~~Rights-of-way for pipeline;~~
- (c) Easements for established ditches and drains;
- (d) limitation by way of fences and/or established boundary lines;
- (e) Terms, provisions and conditions of all ordinances of the City of Hammond, Lake County, Indiana;
- (f) Taxes for the year 1977 payable in 1978 and all subsequent years;
- (g) Rights-of-way for electric power, telephone and other public utility uses.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly authorized officers of Grantor and have been fully empowered by proper resolution of the Board of Directors of Grantor to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate hereby conveyed and that all necessary acts for the making of such conveyance has been taken and done.

The undersigned officers further certify under oath for and on behalf of Grantor that there is no gross income tax due or payable on account of the conveyance of the above-described real estate.

IN WITNESS WHEREOF, Calumet College, Inc., an Indiana not-for-profit corporation has caused this deed to be executed in its name and on its behalf by duly authorized officers and its corporate seal to be affixed hereto this 1st day of August, 1977.

CALUMET COLLEGE, INC.

By James M. McCabe  
President James M. McCabe

Attest

Lance S. Dodson  
Secretary Lance S. Dodson

ACKNOWLEDGMENT

State of Indiana )  
                          ) SS:  
County of Lake    )

On this 1st day of August, 1977  
before the undersigned, a Notary Public in and for said county  
and state, personally appeared James M. McCabe and Louise  
S. Dodson and stated that they are  
the President and \_\_\_\_\_ Secretary, respectively, of  
Calumet College, Inc., an Indiana not-for-profit corporation  
and they acknowledged the execution of the foregoing deed  
for and on behalf of said corporation, and said persons further  
certify under oath that there is no gross income tax due or  
payable on account of the conveyance of the real estate des-  
cribed in the foregoing deed.

Witness my hand and Notarial Seal.

Betty J. Brabken  
Notary Public Betty J. Brabken

My Commission Expires:  
December 22, 1980



This deed prepared by John F. Beckman, Jr., Attorney at Law,  
5900 Hohman Avenue, P. O. Box 1250, Hammond, Indiana 46325.

487033

*Filed to Mary Bond  
9.13 Indianapolis  
Highland Ind 46322*

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the CITY OF HAMMOND, INDIANA (Grantor), a municipal corporation existing under the laws of the State of Indiana, CONVEYS AND WARRANTS to LEVER BROTHERS COMPANY, a corporation organized and existing under the laws of the State of Maine, in consideration of other real estate the receipt of which is hereby acknowledged the following described real estate in Lake County, in State of Indiana, to-wit:

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
18 AUG 28 AM 9 25  
WILLIAM ELSKI JR.  
RECORDER

Part of the East Half of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian described as follows: Commencing at the point of intersection of the East line of said Section 1 and the centerline of Indianapolis Boulevard as the same existed prior to the year 1924; thence North 39° 14' 53" West, along said centerline of Indianapolis Boulevard, 1235.4 feet to a point on the Northeasterly extension of the Westerly line of Parkview Avenue; thence South 50° 45' 07" West, along said Westerly line of Parkview Avenue, 187.19 feet; thence South 0° 08' 53" East, along the Westerly line of Parkview Avenue, 445.65 feet; thence South 89° 51' 07" West, 107.00 feet to the place of beginning; thence continuing South 89° 51' 07" West, 186.01 feet, more or less, to a point on the East line of the Wolf River Channel as described in Deed Record 92, page 439 in the Office of the Recorder of Lake County, Indiana; thence South 26° 37' 23" West, along said East line, 22.40 feet; thence North 89° 51' 07" East, 180.13 feet; thence North 38° 27' 34.5" East, 25.59 feet to the place of beginning, containing 0.084 acres, more or less, all in the City of Hammond, Lake County, Indiana.

*37-100-11  
37-18-9*

**DULY ENTERED  
FOR TAXATION**

AUG 28 1978

*Joe Anshorski*  
CLERK FOR LAKE COUNTY

The undersigned persons executing this deed represent and certify on behalf of the Grantor, that each of the undersigned is an official of the Grantor and has been fully empowered by proper resolution or ordinance to execute and deliver this deed; that the Grantor has full capacity to convey the real estate described; and that all necessary action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 24<sup>th</sup> day of August, 1978.

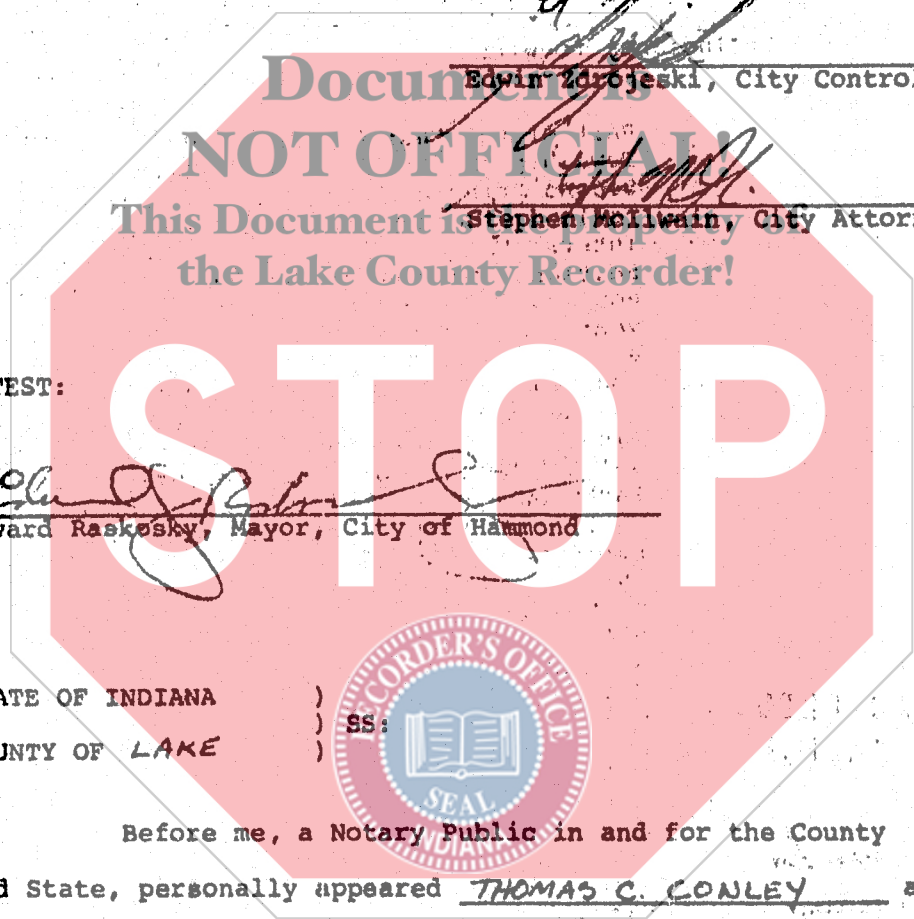
CITY OF HAMMOND, INDIANA

BOARD OF PUBLIC WORKS OF  
HAMMOND, INDIANA

By: Thomas C. Conley  
Thomas C. Conley, City Engineer

Edwin Zdrojeski  
Edwin Zdrojeski, City Controller

Stephen McIlwain  
Stephen McIlwain, City Attorney



ATTEST:

Edward Raskosky  
Edward Raskosky, Mayor, City of Hammond

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for the County and State, personally appeared THOMAS C. CONLEY and EDWIN ZDROJESKI and STEPHEN McILWAIN, each an official of the City of Hammond, who acknowledged execution of the foregoing Deed for and on behalf of said City of Hammond, Indiana, and who, having been duly sworn, state that the representations therein contained are true.

Witness my hand and Notarial Seal this 24<sup>TH</sup>  
day of AUGUST, 1978.



Signature Terence M. Austgen

My Commission Expires:

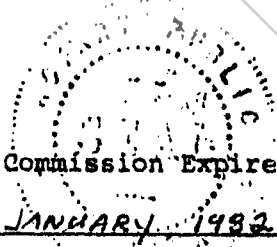
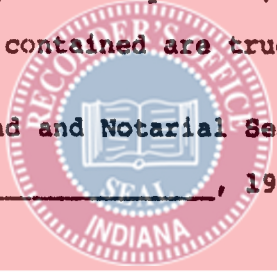
JANUARY 1982 Printed TERENCE M. AUSTGEN, Notary Public

**Document is NOT OFFICIAL!**

STATE OF INDIANA )  
COUNTY OF LAKE )  
This Document is the property of  
the Lake County Recorder!

Before me, a Notary Public in and for the County  
and State, personally appeared EDWARD RASHOSKY, the  
Mayor of the City of Hammond, who acknowledged execution of  
the foregoing Deed for and on behalf of said City of Hammond,  
Indiana, and who, having been duly sworn, states that the  
representations therein contained are true.

Witness my hand and Notarial Seal this 24<sup>TH</sup>  
day of AUGUST, 1978.



Signature Terence M. Austgen  
TERENCE M. AUSTGEN

My Commission Expires:

JANUARY 1982 Printed TERENCE M. AUSTGEN Notary Public

Resident of Lake County, Indiana

This instrument prepared by Joel C. Levy, Attorney at Law,  
9013 Indianapolis Boulevard, Highland, Indiana 46322