

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDER

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment") is made and delivered as of the 6 day of May, 2002, by **NORTH HARBOR PROPERTY, INC.**, an Indiana not-for-profit corporation and **NORTH HARBOR, L.P.**, an Indiana limited partnership (collectively, "Assignors"), to and for the benefit of **MERCANTILE NATIONAL BANK OF INDIANA**, a national banking association ("Assignee").

RECITALS:

A. Assignee has agreed to loan to North Harbor, L.P. the principal amount of up to \$5,286,326.00 (the "Loan"). Assignors are executing a certain Mortgage Note of even date herewith (the "Note") payable to the order of Assignee to evidence the Loan.

B. A condition precedent to Assignee's extension of the Loan to North Harbor, L.P. is the execution and delivery by Assignors of this Assignment.

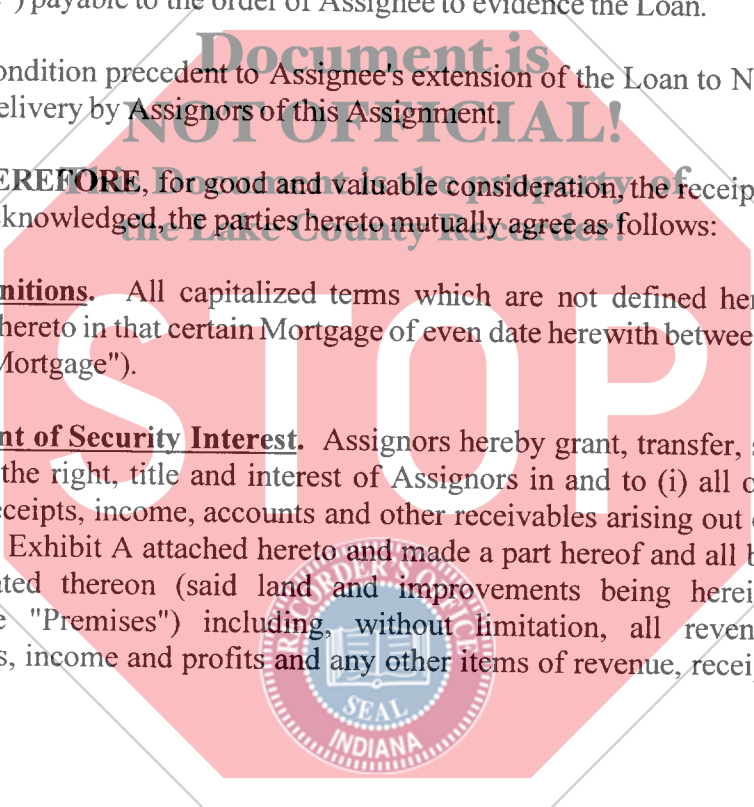
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage of even date herewith between the Assignors and the Assignee (the "Mortgage").

2. **Grant of Security Interest.** Assignors hereby grant, transfer, set over and assign to Assignee, all of the right, title and interest of Assignors in and to (i) all of the rents, issues, profits, revenues, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises") including, without limitation, all revenues, rentals, rent equivalents, receipts, income and profits and any other items of revenue, receipts and/or income;

TICOR TITLE INSURANCE
Crown Point, Indiana

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(ii) all leases and subleases (collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is given to secure:

(a) Payment by North Harbor, L.P. when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by North Harbor, L.P. under or with respect to the Loan Documents (as defined in the Note); and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) Observance and performance by Assignors of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignors or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. Representations and Warranties of Assignors. Assignors represent and warrant to Assignee that:

(a) this Assignment, as executed by Assignors, constitutes the legal and binding obligations of Assignors enforceable in accordance with its terms and provisions;

(b) North Harbor, L.P. are or will be the lessor under all Leases;

(c) Assignors heretofore have not made any other assignment of their entire or any part of their interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor have Assignors entered into any agreement to subordinate any of the Leases or such Assignors' right to receive any of the rents, issues, income or profits assigned hereunder; and

(d) Assignors heretofore have not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation.

4. Covenants of Assignors. Except to the extent of activities in the ordinary course of operating a low income housing project at the Premises on lease forms delivered to and approved by Assignee and for leases on such forms in accordance with a minimum Rent Schedule delivered to and approved by Lender, Assignors covenant and agree that so long as this Assignment shall be in effect:

(a) Assignors shall not lease any portion of the Premises unless Assignors obtain Assignee's prior written consent to all aspects of such lease which consent shall be deemed given if Assignee fails to notify Assignors that Assignee's consent is being withheld within ten business days after the loan officer of Assignee with primary responsibility for administering the Loan has received (i) Assignors' request for consent (which request, to be effective, shall specifically refer to the ten day deemed consent provision of this subsection) and (ii) all other information reasonably necessary for Assignee to adequately evaluate such request (including, without limitation, either a copy of the proposed lease or a letter of intent outlining all material business points, provided that the actual lease does not thereafter vary in any material respect therefrom, credit information regarding the proposed tenant if and to the extent requested by the Assignee, and a statement of the leasing commissions, tenant improvement costs, tenant incentives and other costs and expenses to be incurred in connection with such lease);

(b) Assignors shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignors shall not do or suffer to be done anything to impair the security thereof. Except for leases contemplated to be terminated as set forth in the Budget delivered in connection with the Construction Loan Agreement by and between Assignee and North Harbor, L.P., Assignors shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to any tenant termination or cancellation of any Lease, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) Assignors shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;

(d) Assignors shall not make any other assignment of their entire or any part of their interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder;

(e) Assignors shall not materially modify the economic terms and provisions of any Lease, nor shall Assignors give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease unless Assignors' consent is not required for the same) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease;

(f) Assignors shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder;

(g) Assignors shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or suffer to be done anything which would terminate any such guaranty as a matter of law;

(h) Assignors shall not waive or excuse the obligation to pay rent under any Lease;

(i) Assignors shall, at their sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(j) Assignors shall give prompt notice to Assignee of any notice of any default on the part of the lessor with respect to any Lease received from any tenant or guarantor thereunder;

(k) Assignors shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under such Lease;

(l) Assignors shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) Assignors shall not execute hereafter any Lease (except any residential leases in the ordinary course of business as described above) unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease;

(n) Assignors shall furnish to Assignee, within ten days after a request by Assignee to do so, a written statement containing the names of all tenants and subtenants of the Premises, or any part thereof; and

(o) In the event that any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignors covenant and agree that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written

consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to North Harbor, L.P. and Assignee. Assignors hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below.

5. **Rights Prior to Default.** So long as an Event of Default (as defined in Paragraph 6) has not occurred, Assignee shall not demand from tenants under the Leases or any other person liable thereunder any of the rents, issues, income and profits assigned hereunder, and Assignors shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach of Assignors of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage or (b) any other Event of Default described in the Note, Mortgage or the other Loan Documents.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default and as long as the same continues, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignors, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignors or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

- (a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;
- (b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;
- (c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and

direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignors shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

(d) Make any payment or do any act required herein of Assignors in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by North Harbor, L.P. with interest thereon until paid at the rate provided in the Note and shall be secured by this Assignment.

8. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied as follows:

(a) First, to reimburse Assignee for all of the following expenses, together with court costs and reasonable attorneys' fees and including interest thereon at the rate provided in the Note: (i) taking and retaining possession of the Premises; (ii) managing the Premises and collecting the rents, issues, income and profits thereof, including without limitation, salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary and proper; (iii) operating and maintaining the Premises, including without limitation, payment of taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance required under the Mortgage or any of the other Loan Documents; and (iv) the cost of all alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem necessary and proper.

(b) Second, to reimburse Assignee for all sums expended by Assignee pursuant to Paragraph 7(d) above, together with interest thereon at the rate provided in the Note;

(c) Third, to reimburse Assignee for all other sums with respect to which Assignee is indemnified pursuant to Paragraph 9 below, together with interest thereon at the rate provided in the Note;

(d) Fourth, to reimburse Assignee for all other sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under any of the other Loan Documents, together with interest thereon at the rate provided in the Note;

(e) Fifth, to the payment of all accrued and unpaid interest under the Note;

(f) Sixth, to payment of the unpaid principal balance of the Note and any and all other amounts due thereunder or under the other Loan Documents; and

(g) Seventh, any balance remaining to Assignors, their respective legal representatives, successors and assigns or to such other parties which may be legally entitled thereto.

9. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignors resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default, except for willful misconduct or gross negligence. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignors under or by reason of this Assignment. Assignors shall and do hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease excepting for Assignee's willful misconduct or gross negligence. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignors with interest thereon at the rate provided in the Note and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage.

10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily

liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances.** Assignors shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may reasonably request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

12. **Security Deposits.** Assignors hereby acknowledges that Assignee has not received any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. **Severability.** In the event that any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignors shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Joint Liability; Benefit.** The obligations and liabilities of each Assignor under this Assignment shall be joint and several. This Assignment is binding upon each Assignor and their respective legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of Assignors and Assignee at the time of such amendment, modification or supplement.

16. **Duration.** This Assignment shall become null and void at such time as Assignors shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

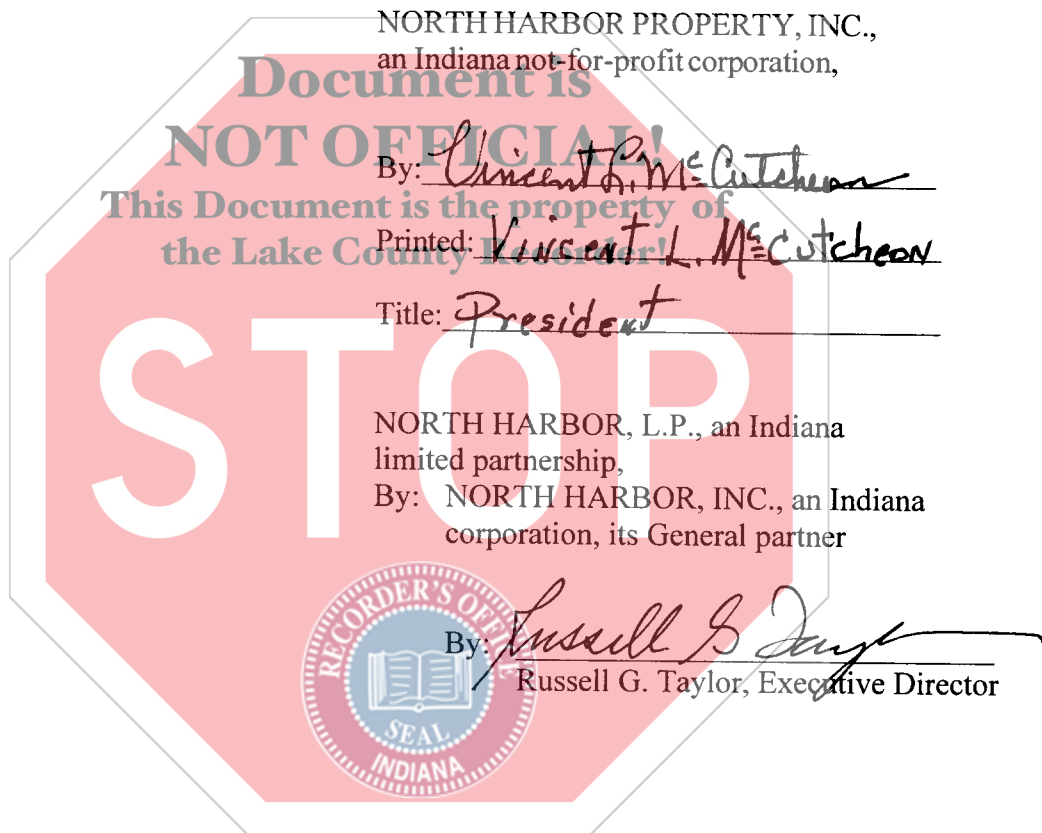
17. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana.

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignors and Assignee, as the case may be, as specified in the Mortgage.

19. Waiver of Trial by Jury. ASSIGNORS AND ASSIGNEE ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSIGNMENT, THE NOTE OR ANY OF THE OTHER LOAN DOCUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH ASSIGNOR AND ASSIGNEE, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, HEREBY KNOWINGLY AND VOLUNTARILY MUTUALLY (A) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION, CLAIM, COUNTERCLAIM, CROSS-CLAIM, THIRD-PARTY CLAIM, DISPUTE, DEMAND, SUIT OR PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT, THE NOTE, THE MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS, THE LOAN, OR ANY RENEWAL, EXTENSION OR MODIFICATION THEREOF, OR ANY CONDUCT OF ANY PARTY RELATING THERETO, AND (B) AGREE THAT ANY SUCH ACTION, CLAIM, SUIT OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, Assignors have executed and delivered this Assignment as of the day and year first above written.

NORTH HARBOR PROPERTY, INC.,
an Indiana not-for-profit corporation,
By: Vincent L. McCutcheon
Printed: Vincent L. McCutcheon
Title: President
NORTH HARBOR, L.P., an Indiana
limited partnership,
By: NORTH HARBOR, INC., an Indiana
corporation, its General partner
By: Russell G. Taylor
Russell G. Taylor, Executive Director



STATE OF INDIANA)
) SS:
COUNTY OF Lanke)

Before me, a Notary Public in and for said County and State, personally appeared Vincent L. McCutcheon, the President of North Harbor Property, Inc., an Indiana not-for-profit corporation, and acknowledged the execution of the foregoing Assignment of Rents and Leases as the voluntary act and deed of such not-for-profit corporation, and further acknowledged that he was authorized to execute the same.

Witness my hand and Notarial Seal this 6 day of May , 2002.



CAROL F. CHAMPNEYS, Notary Public
My Commission Expires: October 26, 2006
County of Residence: Hamilton

Carol F. Champneys
Notary Public

Printed _____

My Commission Expires: _____

My County of Residence: _____



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Russell G. Taylor, the Executive Director of North Harbor, Inc., an Indiana corporation, the General Partner of North Harbor, L.P., an Indiana limited partnership, and acknowledged the execution of the foregoing Assignment of Rents and Leases as the voluntary act and deed of such limited partnership, and further acknowledged that he was authorized to execute the same.

Witness my hand and Notarial Seal this 6 day of May, 2002.



CAROL F. CHAMPNEYS, Notary Public
My Commission Expires: October 26, 2006
County of Residence: Hamilton

Carol F. Champneys
Notary Public

Printed _____

My Commission Expires: _____

My County of Residence: _____

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

This instrument was prepared by and, after recording, return to: Howard R. Cohen, Attorney-at-Law, Locke Reynolds LLP, 201 North Illinois Street, Suite 1000, P.O. Box 44961, Indianapolis, Indiana 46244-0961.

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EXHIBIT A

TO ASSIGNMENT OF RENTS AND LEASES

**North Harbor Property, Inc. and North Harbor, L.P., Assignors
Mercantile National Bank of Indiana, Assignee**

Legal Description of Premises

Parcel I:

Part of Lots 42 and 38, all of Lots 39, 40, and 41 in Block 46 in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5 page 9, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at a point on the Northerly line of 60 foot wide Guthrie Street which is 145.32 feet Southeasterly of the intersection of said Northerly line of Guthrie Street with the Easterly line of the 80 foot wide Michigan Avenue; thence Southeasterly on said Northerly line of Guthrie Street, 114.50 feet; thence Northeasterly on a line that makes an interior angle of 89 degrees 57 minutes, measured Northwest to Northeast with said 114.50 foot line, 120.00 feet to the Southwesterly line of the 100 foot wide right-of-way of the Pittsburgh, Fort Wayne and Chicago Railway and the Northerly line of said Block 46; thence Northwesterly along the Southwesterly line of the 100 foot right-of-way, 113.93 feet to a point that is 138.00 feet Southeasterly of the intersection of the said 100 foot right-of-way and the East line of 80 foot wide Michigan Avenue; thence Southwesterly on a line that makes an interior angle of 89 degrees 58 minutes 30 seconds measured Southeast to Southwest with said 113.93 foot line, 120.00 feet to the point of beginning.

Parcel II:

Lots 44 to 48 and part of Lot 42 together with the alley lying between said lots 44 to 48 on the Southeast and Northwest of the Northwesterly line of Lot 42, in Block 46 in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5 page 9 in the Office of the Recorder of Lake County, Indiana, described in one tract as follows: Beginning at the Northwesterly corner of said lot 44; thence Southeasterly along the Northerly line of Block 46, a distance of 138.0 feet thence Southwesterly 120 feet more or less to a point on the Northerly line of Guthrie Street which is 145.32 feet Southeasterly measured along said Northerly line from the Southwesterly corner of said Lot 48; thence Westerly along the Northerly line of Guthrie Street 145.32 feet to the Southwesterly corner of said Lot 48; thence Northeasterly along the Easterly line of Michigan Street 120.23 feet more or less to the point of beginning.

Parcel III:

Lots 11 to 14, both inclusive, in Block 62 in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5 page 9, in the Office of the Recorder of Lake County, Indiana.

Parcel IV:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 14, 15, 16 and 17 in Block 68, in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5, page 9, in the Office of the Recorder of Lake County, Indiana, and the vacated Alley to-wit: Beginning at the Southwest corner of Lot 8, in Block 68, in the Original Town of Indiana Harbor, as per plat thereof, recorded in Plat Book 5, page 9, in the Office of the Recorder of Lake County, Indiana, thence Southeasterly (along the Southwest boundary line of Lots 1 to 8, in said Block 68) a distance of 246.5 feet to the Southwest corner of Lot 1 of said Block 68; thence Westerly a distance of 71.7 feet (71.77 feet measured); thence Northerly (on a line parallel with the West boundary line of said Block 68) a distance of 23.62 feet (47.77 feet measured); thence Northwesterly a distance of 196.65 feet (162.64 feet measured) to the Northeast corner of Lot 14 in said Block 68; thence Northeasterly a distance of 15 feet (15.03 feet measured) to the Southwest corner of Lot 8, in said Block 68 being the point of beginning.

Parcel V:

Lots 18, 19, 20, 21, 28 and 29 in Block 68 in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5 page 9, in the Office of the Recorder of Lake County, Indiana.

Parcel VI:

Lots, 1, 2, 3, 4 and 5 in Block 69 in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5 page 9, in the Office of the Recorder of Lake County, Indiana.

