

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 045360

2002 MAY 15 AM 9:02

MORRIS W. CARTER
RECORDER

SATISFACTION OF MORTGAGE

THIS CERTIFIES that a certain Mortgage executed by Richard Lopez and Lisa G. Lopez, to Centier Bank an Indiana corporation, dated December 15, 2000, in the amount of \$25,000.00 and recorded as Document No. 2000-092168 and recorded on December 19, 2000, in the Recorder's Office of Lake County, State of IN has been fully paid and satisfied and the same is hereby released.

IN WITNESS WHEREOF, the said Centier Bank, has caused this instrument to be signed by Mary Dowd, Vice President and its corporation seal to be affixed this day April 26, 2002.

CENTIER BANK

By Mary Dowd
Mary Dowd
Vice President

STATE OF INDIANA, LAKE COUNTY, ss:

Before me, the undersigned, Notary Public in and for said State and County, this day April 26, 2002, personally appeared Mary Dowd known to me to be such officer, he/she signed and delivered the annexed satisfaction of mortgage, and caused the corporate seal of said Bank to be affixed thereto, pursuant to the authority of the Board of Directors of said Bank, as their free and voluntary act and deed, and as the free and voluntary act and deed if said bank, for the uses and purposes therein set forth.

Witness my hand and official seal.

KIMBERLY D. KEMP
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires April 29., 2009
Resident of Porter County, Indiana



Kimberly D Kemp
Notary Public

This instrument prepared by: Chris Schmidt, Loan Servicing Associate
Centier Bank, 600 E. 84th Ave. Merrillville, IN 46410

Tigor M.O.
920021652 Glowacki

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WHEN RECORDED MAIL TO:

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 MAY 15 AM 9:02

MORRIS W. CARTER
RECORDER

2002 045361

RICHARD C. DUDEK JR.
DONNA M. DUDEK
817 POLK ST,
DYER, IN 46311
Loan No: 1162247

RELEASE OF MORTGAGE/TRUST DEED BY CORPORATION (ILLINOIS)

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

Know All Men By these Presents, Crown Mortgage Company of the County of Cook and the State of Illinois for and in consideration of the payment of the Indebtedness secured by the property herein-after mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby **REMISE, RELEASE, CONVEY** and **QUIT CLAIM** unto RICHARD C. DUDEK JR. AND his/hers/DONNA M. DUDEK HIS WIFE their heirs, legal representatives and assigns, all the right, titles, interest, claim or demand whatsoever it may have acquired in, through or by a certain mortgage bearing date the 07-13-92 and recorded in the Recorder's Office of LAKE County, in the State of IN, in book 42 of records on page 101, as Document No. 92045246, to the premises therein described as follows, situated in the County of LAKE State of IN to wit:

SEE ATTACHED FOR LEGAL DESCRIPTION

Tax ID No. (Key No.) 12-14-140-9 Tax Unit No.

Witness Our hand(s) and seals(s), this 24TH day of April, 2002.

THIS INSTRUMENT
WAS PREPARED BY: HEATHER KOWALCZYK

CROWN MORTGAGE COMPANY
6141 WEST 95TH STREET
OAK LAWN, IL 60453



BY: [Signature]

David W. Silha
Asst. Vice President

BY: [Signature]
Mary Rihanig
Asst. Secretary

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Ticon M.O. Dudek 928021428

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 046362

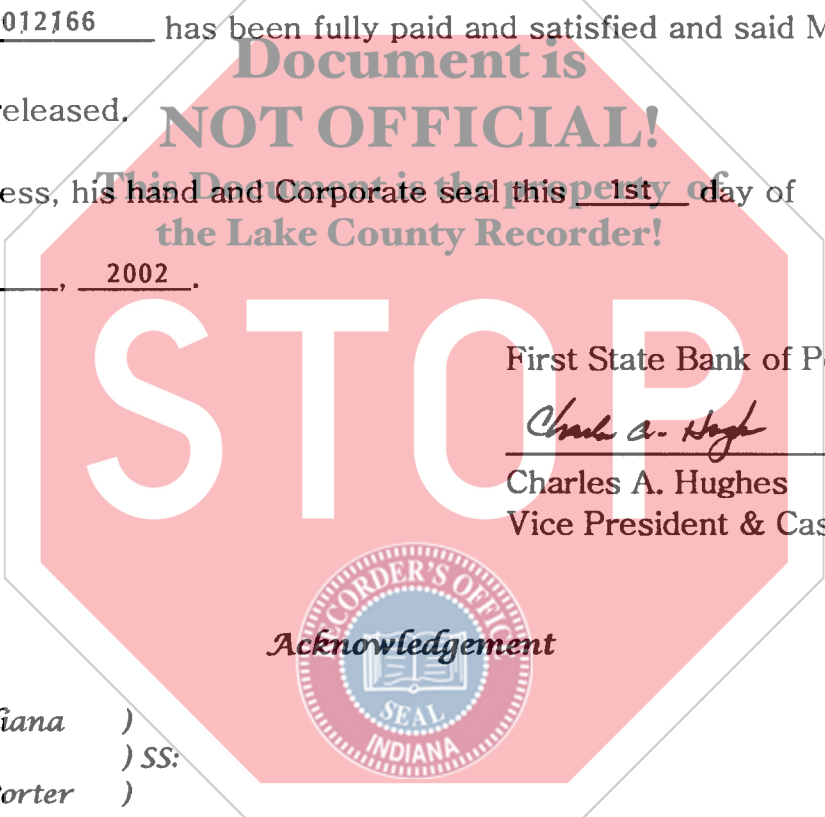
2002 MAY 15 AM 9:02

MORRIS W. CARTER
RECORDER

SATISFACTION OF MORTGAGE

This Certifies, That the debit secured by the certain Mortgage executed by
Nova Homes, Inc., an Indiana Corporation
to First State Bank of Porter on
the 31st day of January, 2002, amounting to the sum
of \$ 50,000.00, said mortgage being recorded in the Records of
Mortgage of Lake County, in the State of Indiana in Document
No. 2002-012166 has been fully paid and satisfied and said Mortgage
is hereby released.

Witness, his hand and Corporate seal this 1st day of
May, 2002.



First State Bank of Porter

Charles A. Hughes

Charles A. Hughes
Vice President & Cashier

State of Indiana)
) SS:
County of Porter)

Before me, the undersigned, a Notary Public in and for said County, this 1st day of May, 2002, came Charles A. Hughes, Vice President & Cashier for and on behalf of First State Bank of Porter, Porter, Indiana 46304, acknowledged the execution of the annexed satisfaction of Mortgage.

Witness my Hand & Notary Seal.

My Commission Expires: 1/19/08

Melanie L. Martinez
Melanie L. Martinez

THIS INSTRUMENT WAS PREPARED BY: JAMES D. RUGE, PRESIDENT

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RELEASE OF MORTGAGE
Fifth Third Bank

MORTGAGOR:
Martk Homes, Inc.

BANK: Fifth Third Bank (Chicago),
A Michigan Banking Corporation
27 W. Stephenson
P.O. Box 297
Freeport, IL 61032

This Certifies, that a certain mortgage executed by Martk Homes, Inc. to Fifth Third Bank (Chicago), a Michigan Banking Corporation dated October 5, 2001 and recorded in the Office of the Recorder of Lake County, State of Indiana, October 10, 2001 in Mortgage Record page as Document No. 2001 081788 is hereby released.

IN WITNESS WHEREOF, said Fifth Third Bank (Chicago), a Michigan Banking Corporation has caused these presents to be executed and its seal affixed hereto this 17th Day of April, 2002.

Fifth Third Bank

By: *Mary M. Hartman*
Mary M. Hartman Its Asst. Vice President

STATE OF Illinois)
COUNTY OF Stephenson)

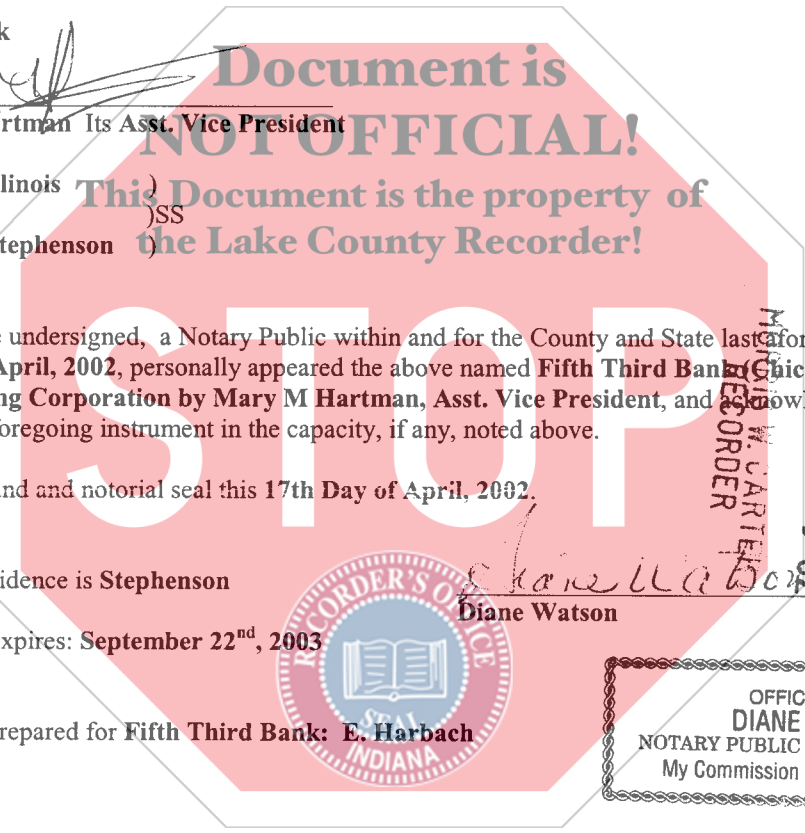
Before me, the undersigned, a Notary Public within and for the County and State last aforesaid, on this the 17th Day of April, 2002, personally appeared the above named Fifth Third Bank (Chicago), a Michigan Banking Corporation by Mary M Hartman, Asst. Vice President, and acknowledged the execution of the foregoing instrument in the capacity, if any, noted above.

Witness my hand and notarial seal this 17th Day of April, 2002.

My County of residence is Stephenson
State of Illinois
My commission expires: September 22nd, 2003

This Instrument prepared for Fifth Third Bank: E. Harbach

Diane Watson
Diane Watson



2002 04 5363

2002 APR 15 AM 9:02
STATE OF ILLINOIS
LAKE COUNTY
RECORDER

*Ticon M.O. 92002 1436
Bank*

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M.H.
H.K.*

RELEASE OF MORTGAGE
Fifth Third Bank

MORTGAGOR:
Martk Homes, Inc.

BANK: Fifth Third Bank (Chicago),
A Michigan Banking Corporation
27 W. Stephenson
P.O. Box 297
Freeport, IL 61032

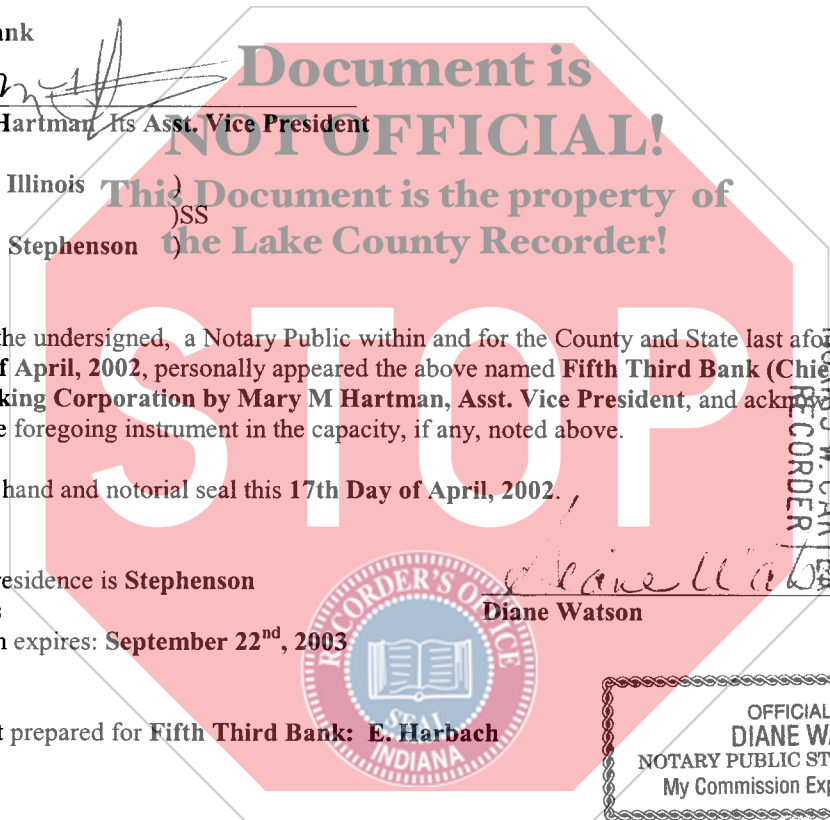
This Certifies, that a certain mortgage executed by Martk Homes, Inc. to Fifth Third Bank (Chicago), a Michigan Banking Corporation dated October 5, 2001 and recorded in the Office of the Recorder of Lake County, State of Indiana, October 10, 2001 in Mortgage Record page as Document No. 2001 081790 is hereby released.

IN WITNESS WHEREOF, said Fifth Third Bank (Chicago), a Michigan Banking Corporation has caused these presents to be executed and its seal affixed hereto this 17th Day of April, 2002.

Fifth Third Bank

By: *Mary M. Hartman*
Mary M. Hartman, Its Asst. Vice President

STATE OF Illinois)
COUNTY OF Stephenson)



Before me, the undersigned, a Notary Public within and for the County and State last aforesaid on this the 17th Day of April, 2002, personally appeared the above named Fifth Third Bank (Chicago) Michigan Banking Corporation by Mary M Hartman, Asst. Vice President, and acknowledged the execution of the foregoing instrument in the capacity, if any, noted above.

Witness my hand and notarial seal this 17th Day of April, 2002.

My County of residence is Stephenson
State of Illinois
My commission expires: September 22nd, 2003

Diane Watson
Diane Watson

This Instrument prepared for Fifth Third Bank: E. Harbach

OFFICIAL SEAL
DIANE WATSON
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 09-22-2003

2002 04 15 364

2002 MAY 15 AM 9:02

STATE OF ILLINOIS
LAKE COUNTY
FILED FOR RECORD

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LN #14-195238-1

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 045365

2002 MAY 15 AM 9:02

MORRIS W. CARTER
RECORDER

SATISFACTION OF MORTGAGE

This certifies that the debt secured by the certain mortgage executed by _____
OXFORD REAL ESTATE DEVELOPMENT, INC.

to HFS Bank, F.S.B., Hobart, Indiana, on the 11TH day of APRIL, 2001, amounting
to the sum of \$ 99,500.00, said mortgage being recorded in the Recorder's Office of LAKE
County in the State of Indiana in Mortgage Record No. _____ on Page _____ Document
No. _____ has been fully paid and satisfied and said Mortgage is hereby released:

LOT 47 IN LAKE GEORGE PLATEAU UNIT NO. 5, IN THE CITY OF HOBART,
AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 88 PAGE 53, AND AMENDED
BY CERTIFICATE OF CORRECTION RECORDED NOVEMBER 16, 2000, AS DOCUMENT
NO. 2000 083884, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, IDNIANA.

Witness our hands and the seal of the Corporation this 8TH day of MAY, 2002
HFS Bank, F.S.B., Hobart, Indiana

By: Karen L. Nagy Vice President & Secretary
Karen L. Nagy
By: Janet A. Gornick Vice President
Janet A. Gornick

STATE OF INDIANA
COUNTY OF: Porter SS: Acknowledgement

I, Florence Ellison, A Notary Public, in and for said County, in The State aforesaid, DO HEREBY CERTIFY, that Karen L. Nagy, personally known to me to be the Vice President and Secretary of HFS Bank, F.S.B., Hobart Indiana, a Corporation organized pursuant to the laws of the United States of America, and Janet A. Gornick, personally known to me to be the Vice President of said Corporation; are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary they signed and delivered the said instruments as Karen L. Nagy, Vice President and Secretary, and Janet A. Gornick, Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and Notarial seal this 8TH day of MAY, 2002

Florence Ellison
Notary Public Florence Ellison

My commission expires: March 26, 2009

Resident of Lake County

This Instrument Prepared by: Florence Ellison

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2002 045366

2002 MAY 15 AM 9: 02

MORRIS W. CARTER
RECORDER

SATISFACTION OF MORTGAGE

Mercantile Loan Number 773

This Certifies, that a certain Mortgage executed by **GERALD C. FELTY** and **TRICIA L. FELTY, HUSBAND AND WIFE**, to Mercantile National Bank of Indiana, calling for **\$147,950.00**, dated **FEBRUARY 9, 2001**, and recorded **FEBRUARY 15, 2001**, as Document No. **2001-010941**, LAKE County, State of Indiana, has been fully paid and satisfied, and the same is hereby released.

Property is legally described as:

LOT 7 IN AUTUMN CREEK, BLOCK 7, AND ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 88, PAGE 64, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

This Document is the property of the Lake County Recorder!

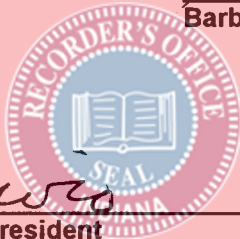
Property is commonly referred to as: **7451 TAYLOR STREET SCHERERVILLE, IN 46375**

MERCANTILE NATIONAL BANK OF INDIANA

Barbara A. Graver
Barbara A. Graver, Vice President

ATTEST:

Lois Pozywio
Lois Pozywio, Assistant Vice President



State of Indiana, Lake County, SS:

Before me, the undersigned, a Notary Public in and for said County, this **1st day of MAY 2002**, personally appeared **Barbara Graver, Vice President** and **Lois Pozywio, Asst. Vice President** of Mercantile National Bank of Indiana and acknowledged the Execution of the foregoing Satisfaction of Mortgage.



Kathleen A. McCarthy
Kathleen A. McCarthy

My commission expires: **November 12, 2008**
County of Residence: **Lake**

This document was prepared by: **Donnell McClure Mortgage Loan Service Mercantile National Bank of Indiana. 5243 Hohman Avenue, Hammond, IN 46320.**

TICOR - SCHERERVILLE
920010416-FELTY

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 046367

2002 MAY 15 AM 9:02

MORRIS W. CARTER
RECORDER

SATISFACTION OF MORTGAGE

THIS CERTIFIES that a certain Mortgage executed by Wesley J. Hanrahan and Patricia R. Hanrahan, to Centier Bank an Indiana corporation, dated December 28, 1994, in the amount of \$132,900.00 and recorded as Document No. 95005283 and recorded on January 31, 1995, in the Recorder's Office of Lake County, State of Indiana has been fully paid and satisfied and the same is hereby released.

IN WITNESS WHEREOF, the said Centier Bank, has caused this instrument to be signed by Mary Dowd, Vice President this day May 2, 2002.

CENTIER BANK

By Mary Dowd
Mary Dowd
Vice President

STATE OF INDIANA, LAKE COUNTY, ss:

Before me, the undersigned, Notary Public in and for said State and County, this day May 2, 2002, personally appeared Mary Dowd known to me to be such officer, he/she signed and delivered the annexed satisfaction of mortgage, pursuant to the authority of the Board of Directors of said Bank, as their free and voluntary act and deed, and as the free and voluntary act and deed if said bank, for the uses and purposes therein set forth.

Witness my hand and official seal.

CARMELA P. SIEDENTOPF
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires December 19, 2007
Resident of Lake County, Indiana

Carmela P. Siedentopf
Notary Public

This instrument prepared by: Caroline G Filewich, Loan Servicing Associate
Centier Bank, 600 E. 84th Ave. Merrillville, IN 46410

TICOR - SCHERERVILLE
920021831- HANRAHAN

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 045368

2002 MAY 15 AM 9:02

<p>Mortgagor's Name And Address</p> <p>KOMARK BUSINESS COMPANY 131 RIDGE ROAD MUNSTER, IN 46321</p> <p>("Mortgagor" whether one or more)</p>	<p>MORRIS W. CARTER RECORDER BANK CALUMET NATIONAL ASSOCIATION f/k/a Calumet National Bank 5231 Hohman Avenue Hammond, Indiana 46320</p> <p>("Mortgagee")</p>	<p>Return to:</p> <p>BANK CALUMET 10322 Indianapolis Blvd. Highland, Indiana 46322</p>
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RELEASE OF MORTGAGE
(Full Satisfaction of Mortgage Debt)

Mortgagee certifies that the indebtedness secured by a mortgage given by Mortgagor dated the 27th day of December, 2001, recorded the 8th day of January, 2002, in the Office of the Recorder of Lake County, Indiana, as Document No 2002 002189, (the "Mortgage") has been fully paid and satisfied, and said Mortgage is hereby released.

EXECUTED and delivered this 30th day of April, 2002.

Attest:

Lisa J. Anderson

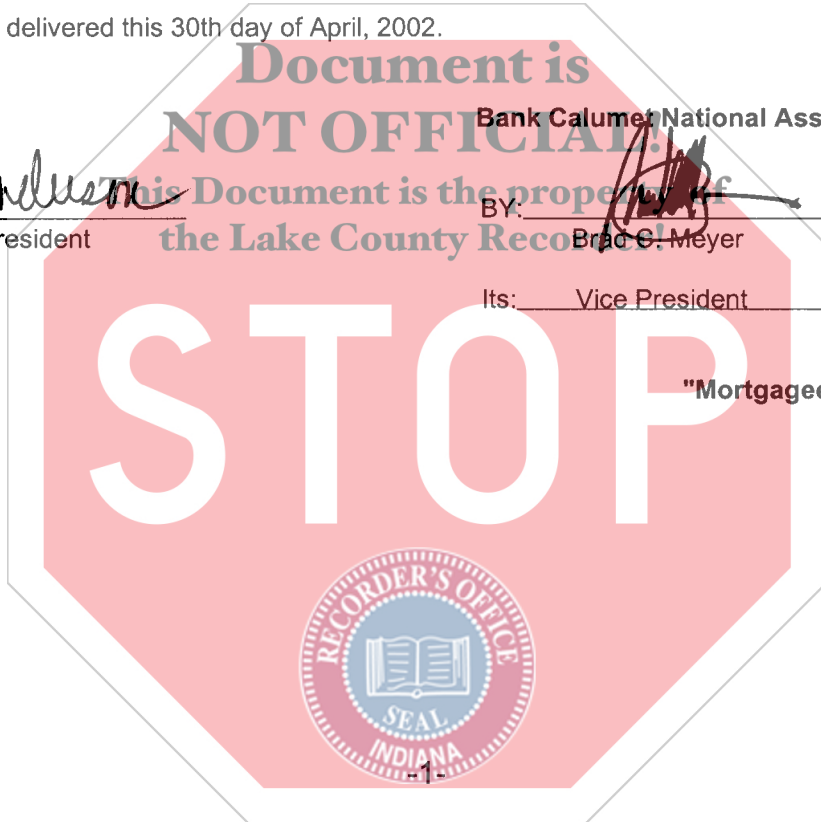
Lisa J. Anderson, Vice President

Bank Calumet National Association

BY: *Brad G. Meyer*

Brad G. Meyer
Vice President

"Mortgagee"



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TICOR - SCHERERVILLE
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THE STATE OF INDIANA)
) SS:
THE COUNTY OF LAKE

Before me, a Notary Public in and for the above County and State, personally appeared Brad C. Meyer, the Vice President and Lisa J. Anderson, Vice President of Bank Calumet National Association and acknowledged the execution of the foregoing Release of Mortgage for and on behalf of Bank Calumet National Association, pursuant to the authority of the Board of Directors of said Bank, as their free and voluntary act and deed, and as the free and voluntary act and deed of said bank, for the uses and purposes set forth.

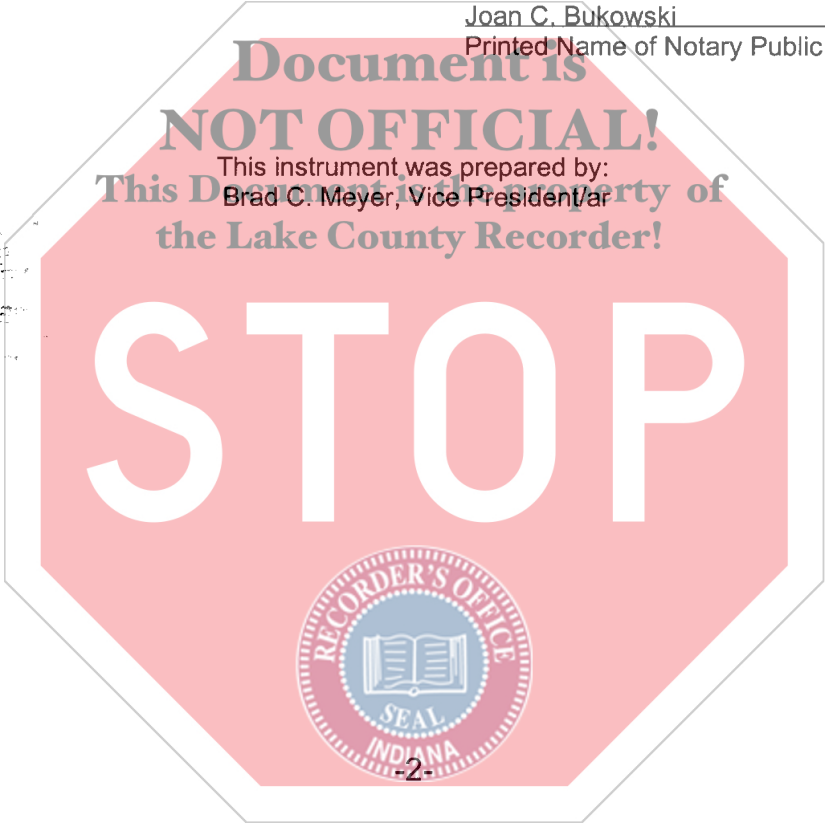
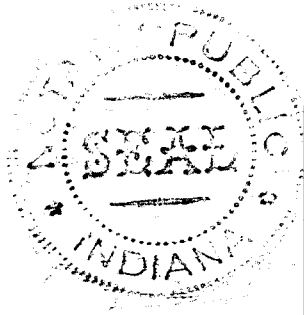
WITNESS my hand and Notarial seal this 30th day of April, 2002.

My Commission Expires:
July 19, 2007

Joan C. Bukowski
Signature of Notary Public

My County of Residence Is:
Lake County, Indiana

Joan C. Bukowski
Printed Name of Notary Public



LN #21-093840-7

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 045369

2002 MAY 15 AM 9:02

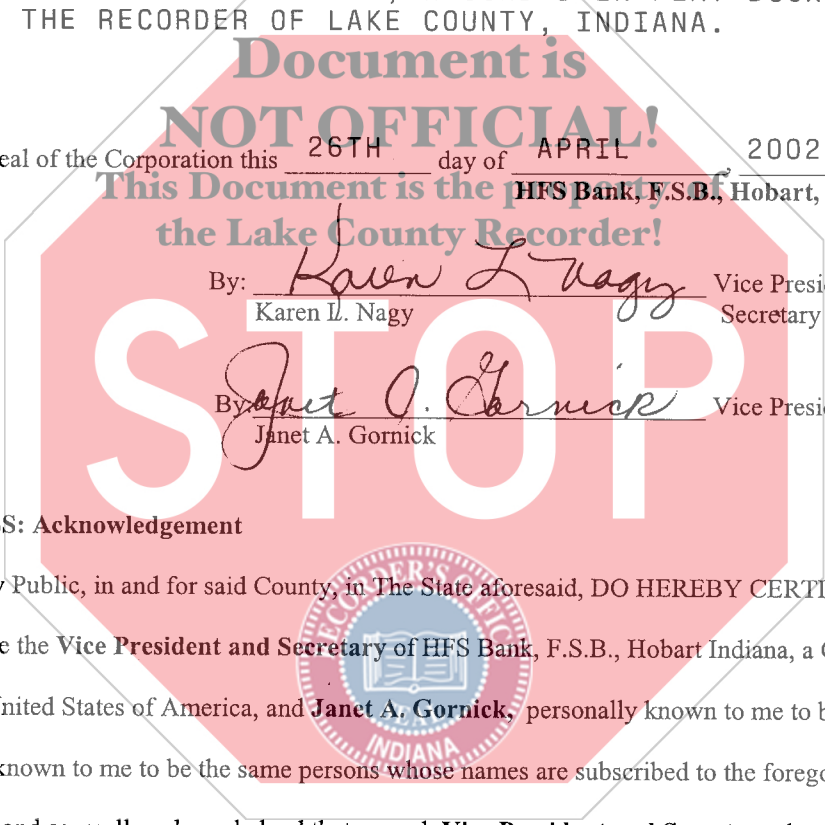
MORRIS W. CARTER
RECORDER
SATISFACTION OF MORTGAGE

This certifies that the debt secured by the certain mortgage executed by _____
GEORGE CROSARIOL AND MADELYN CROSARIOL, HUSBAND AND WIFE

to HFS Bank, F.S.B., Hobart, Indiana, on the 29TH day of AUGUST, 1995, amounting
to the sum of \$ 50,000.00, said mortgage being recorded in the Recorder's Office of LAKE

County in the State of Indiana in Mortgage Record No. _____ on Page _____ Document
No. 95051937 has been fully paid and satisfied and said Mortgage is hereby released:

PART OF LOT 496 IN UNIT 8 IN FOXWOOD ESTATES, AN ADDITION TO THE TOWN
OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 76 PAGE 76,
IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



Witness our hands and the seal of the Corporation this 26TH day of APRIL, 2002
HFS Bank, F.S.B., Hobart, Indiana

By: Karen L. Nagy Vice President & Secretary
By: Janet A. Gornick Vice President

STATE OF INDIANA
COUNTY OF: Porter } SS: Acknowledgement

I, Florence Ellison, A Notary Public, in and for said County, in The State aforesaid, DO HEREBY CERTIFY, that **Karen L. Nagy**, personally known to me to be the **Vice President and Secretary** of HFS Bank, F.S.B., Hobart Indiana, a Corporation organized pursuant to the laws of the United States of America, and **Janet A. Gornick**, personally known to me to be the **Vice President** of said Corporation; are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such **Vice President and Secretary** they signed and delivered the said instruments as **Karen L. Nagy, Vice President and Secretary**, and **Janet A. Gornick, Vice President** of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and Notarial seal this 26TH day of APRIL, 2002

Florence Ellison
Notary Public Florence Ellison

My commission expires: March 26, 2009

Resident of Lake County

This Instrument Prepared by: Florence Ellison

TIGOR - SCHERERVILLE
CROSARIOL - 320016009

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 045370

2002 MAY 15 AM 9:02

SATISFACTION OF MORTGAGE

MORRIS W. CARTER
RECORDER

THIS CERTIFIES that a certain Mortgage executed by Thomas J. Gerlach and Jennifer L. Gerlach, to Centier Bank an Indiana corporation, dated April 28, 2000, in the amount of \$22,800.00 and recorded as Document No. 2000-030518 and recorded on May 4, 2000, in the Recorder's Office of Lake County, State of IN has been fully paid and satisfied and the same is hereby released.

IN WITNESS WHEREOF, the said Centier Bank, has caused this instrument to be signed by Mary Dowd, Vice President and its corporation seal to be affixed this day .

CENTIER BANK

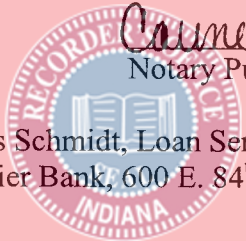
By Mary Dowd
Mary Dowd
Vice President

STATE OF INDIANA, LAKE COUNTY, ss:

Before me, the undersigned, Notary Public in and for said State and County, this day , personally appeared Mary Dowd known to me to be such officer, he/she signed and delivered the annexed satisfaction of mortgage, and caused the corporate seal of said Bank to be affixed thereto, pursuant to the authority of the Board of Directors of said Bank, as their free and voluntary act and deed, and as the free and voluntary act and deed if said bank, for the uses and purposes therein set forth.

Witness my hand and official seal.

CARMELA P. SEDENTOPF
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires December 18, 2007
Resident of Lake County, Indiana



Carmela P. Sedentopf
Notary Public

This instrument prepared by: Chris Schmidt, Loan Servicing Associate
Centier Bank, 600 E. 84th Ave. Merrillville, IN 46410

TICOR - SCHERERVILLE
920021499 - SZORC

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SATISFACTION OF MORTGAGE

THIS CERTIFIES, That a certain Mortgage executed by Damon Scheidt & Donna J. Scheidt to Columbia National Inc. on June 15, 1999, calling for \$118,750.00 and duly recorded in the record of Mortgages of Lake County, State of Indiana in Record Number 99051178, has been fully paid and satisfied, and the same is hereby released.

WITNESS hand and seal, this April 9, 2001.

COLUMBIA NATIONAL, INC.

Natalie Dailey
Natalie Dailey, Assistant Treasurer

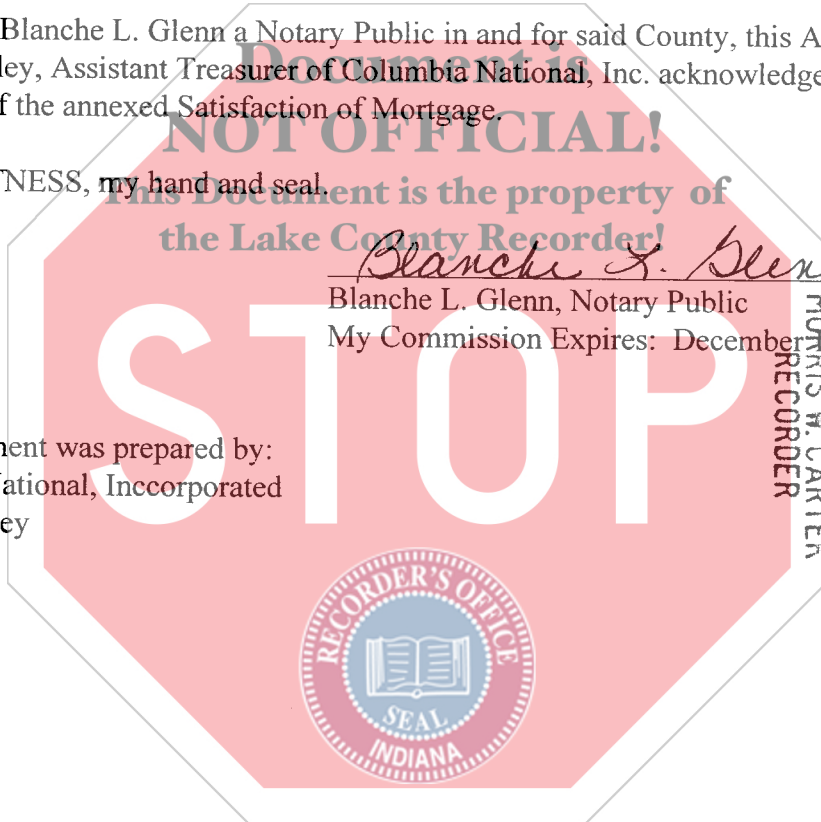
State of Maryland
County of Howard

Before me, Blanche L. Glenn a Notary Public in and for said County, this April 9, 2001, Natalie Dailey, Assistant Treasurer of Columbia National, Inc. acknowledged the execution of the annexed Satisfaction of Mortgage.

WITNESS, my hand and seal.

Blanche L. Glenn
Blanche L. Glenn, Notary Public
My Commission Expires: December 2002

This instrument was prepared by:
Columbia National, Incorporated
Natalie Dailey



2002 04 09 11

2002 MAY 15 AM 9:03

MORRIS W. CARTER
RECORDER

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

TICOR - SCHERERVILLE
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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 045372

2002 MAY 15 AM 9:03

MORRIS W. CARTER
RECORDER

SATISFACTION OF MORTGAGE

THIS CERTIFIES that a certain Mortgage executed by Timothy S. Kyser, A Bachelor, to CITIZENS FINANCIAL SERVICES, FSB, formerly known as Suburban Federal Savings, A Federal Savings Bank, a corporation of the United States of America, on August 28, 1996, in the amount of \$68,800.00 and recorded as Document No. 96058951 in the Recorder's Office of Lake County, Indiana, has been fully paid and satisfied and the same is hereby released.

IN WITNESS WHEREOF, said Citizens Financial Services, FSB, has caused this instrument to be signed by its Vice President and attested by its Assistant Secretary, this April 17, 2002.

CITIZENS FINANCIAL SERVICES, FSB

Attest:

Dawn Wurtzbacher
Dawn Wurtzbacher, Assistant Secretary

Tina Margeas
Tina Margeas, Vice President

State of Indiana }

County of Lake }

} SS:

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

Before me, the undersigned, a Notary Public in and for said County, this *April 17, 2002*, personally appeared Tina Margeas and Dawn Wurtzbacher, personally known to me to be the Vice President and Assistant Secretary, respectively, of the Citizens Financial Services, FSB, and severally acknowledged that as such officers, they signed and delivered the annexed satisfaction of mortgage, pursuant to the authority of the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS MY HAND and official seal

Kari Ann Koepl
Kari Ann Koepl, Notary Public

My Commission Expires: January 5, 2008

County of Residence: Lake



THIS INSTRUMENT PREPARED BY:
Tina Margeas, Vice President
Citizens Financial Services, FSB

5311 Hohman Ave., Hammond, IN 46320

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TICOR - SCHERERVILLE

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Effective Date: May 13th, 2002

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 04 Western Surety Company

MORRIS W. CARTER
LICENSE OR PERMIT BOND
RECORDER

Bond No. 14426949

2002 04 15 3 73

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
(Company Name)

Alex Tchernitchin, 2001 Evans Ave, Valparaiso, IN 46383, as Principal,
(Owner's Name and Full Address)

and WESTERN SURETY COMPANY, with its principal office at Sioux Falls, South Dakota, as Surety, are held and firmly bound unto The Board of Commissioners of the County of Lake, State of Indiana, and any cities and towns in Lake County, Indiana, hereinafter called Obligees, in the penal sum of Five Thousand Dollars (\$5,000), for the payment of which well and truly to be made we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 13th day of May, 2002.

WHEREAS, the said Obligees has granted or is about to grant to the said Principal a license or permit to engage in the business of General Contractor
(Type of Business)

Document is NOT OFFICIAL!

NOW, THEREFORE, if the said Principal shall indemnify the Obligees against any loss directly arising by reason of the failure to comply with the laws, ordinances, resolutions, rules and regulations governing the business of General Contractor
(Type of Business)

in said Lake County, Indiana, then this obligation shall be void, otherwise to be and remain in full force and effect.

PROVIDED, HOWEVER, that the Surety shall have the right to terminate its liability hereunder by serving written notice upon the Obligees ten (10) days in advance of its intention to do so.

PROVIDED FURTHER, the aggregate liability of the Surety to any and all persons, regardless of the number of claims made against this bond or the number of years this bond remains in force, shall in no event exceed the amount set forth above.

Term of bond: May 13th, 2002, to May 13th, 2003.

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA



Company Name

Principal

My Commission Expires November 30, 2006

WESTERN SURETY COMPANY, Surety

D. Krell
Notary Seal

By *Stephen T. Late*
Executive Vice President

10.00
for
cash

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 MAY 15 AM 9:08



Herman Barber, P.C.
130 N. Main Street
Crown Point, IN 46307

2002 045374

MORRIS W. CARTER
RECORDER

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that Lorna M. McAuley, (the "Mortgagor") of Lake County, State of Indiana, MORTGAGES AND WARRANTS to Michele Shalaby, (the "Mortgagee") of Hartford County, State of Connecticut, the following described real estate in Lake County, Indiana:

PART OF LOT 28, HUNTER'S RUN, PHASE THREE, A PLANNED UNIT DEVELOPMENT IN THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, AS RECORDED IN PLAT BOOK 76, PAGE 51 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 28, THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 254.62 FEET AND AN ARC LENGTH OF 34.69 FEET; THENCE SOUTH 70 DEGREES 27 MINUTES 14 SECONDS EAST 129.70 FEET, TO THE EAST LINE OF SAID LOT 28; THENCE SOUTH 30 DEGREES 26 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE, 59.10 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 28; THENCE NORTH 59 DEGREES 33 MINUTES 35 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 28, 125.00 FEET TO THE POINT OF BEGINNING, ALL IN THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA.

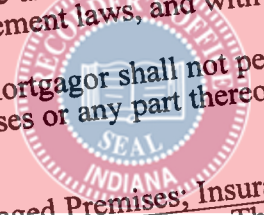
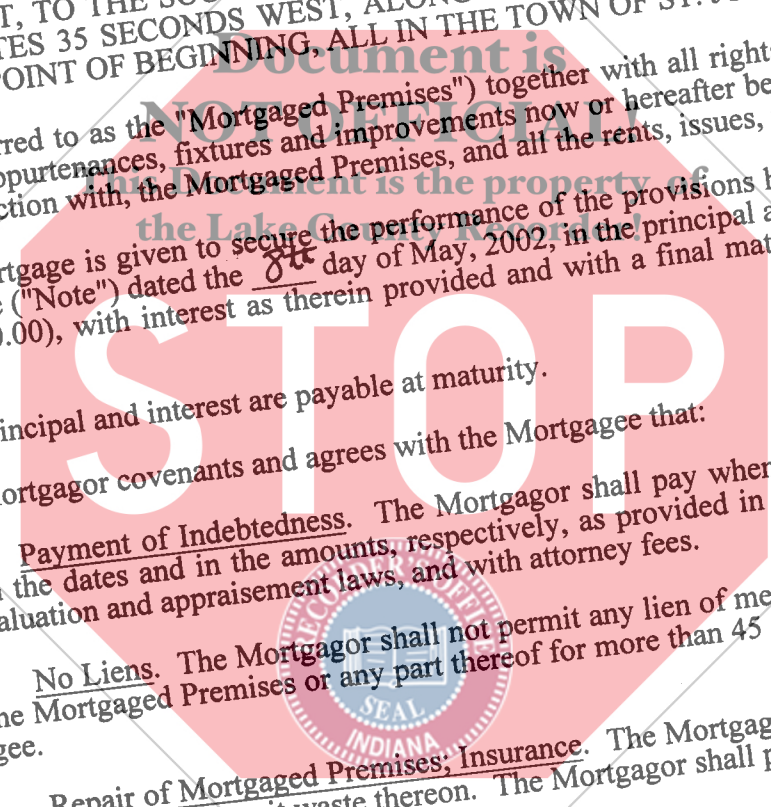
(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated the 8th day of May, 2002, in the principal amount of Three Thousand Hundred Dollars (\$3,000.00), with interest as therein provided and with a final maturity date of the 8th day of May 2012.

Said principal and interest are payable at maturity.

The Mortgagor covenants and agrees with the Mortgagee that:

1. Payment of Indebtedness. The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, with relief from valuation and appraisal laws, and with attorney fees.
2. No Liens. The Mortgagor shall not permit any lien of mechanics or materialmen to attach to remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice from the Mortgagee.
3. Repair of Mortgaged Premises; Insurance. The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect



adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in an amount not less than the full insurable value of the property, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

4. Taxes and Assessments. The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.

5. Advancements to Protect Security. The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of eight per centum (8%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments, and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

6. Transfer of the Property. If all or any part of the property or any interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, the Mortgagee shall have the right to approve the transferee prior to the transfer, and if the Mortgagee believes that the transfer has impaired his security or enhanced the likelihood of default or foreclosure, the Mortgagee may, at its option, declare all sums secured by this Mortgage to be immediately due and payable.

7. Default by Mortgagor; Remedies of Mortgagee. It is agreed that time is the essence of this agreement, and upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

8. Appointment of Receiver. In the event of such failure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of said real estate, collect the rents, income or profits, in money or kind, and hold the proceeds subject to the order of the court for

the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to discharge the indebtedness due or to become due.

9. Non-Waiver; Remedies Cumulative. No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

10. Extensions; Reductions; Renewals; Continued Liability of Mortgagor. The Mortgagee, at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

11. Prepayment. This Mortgage may be prepaid in any amount at any time without penalty.

12. General Agreement of the Parties. Time is declared of the essence. All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage this 9th day of May, 2002.

Lorna M. McAuley
LORNA M. MCAULEY

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, a Notary Public in and for said County and State, personally appeared Lorna M. McAuley who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 9th day of May, 2002

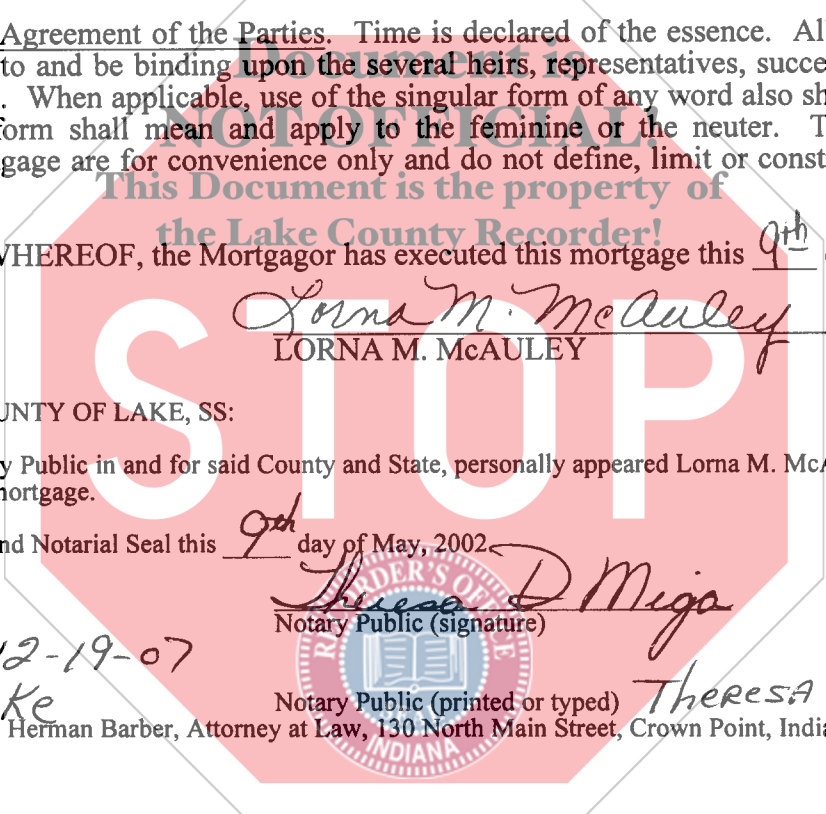
Theresa D. Miga
Notary Public (signature)

My Commission Expires: 12-19-07

County of Residence: Lake

Notary Public (printed or typed) Theresa D. MIGA

This instrument prepared by Herman Barber, Attorney at Law, 130 North Main Street, Crown Point, Indiana, 46307.



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Cross-Reference: Instrument Number 771414, Lake County Recorder

STATE OF INDIANA
LAKE COUNTY
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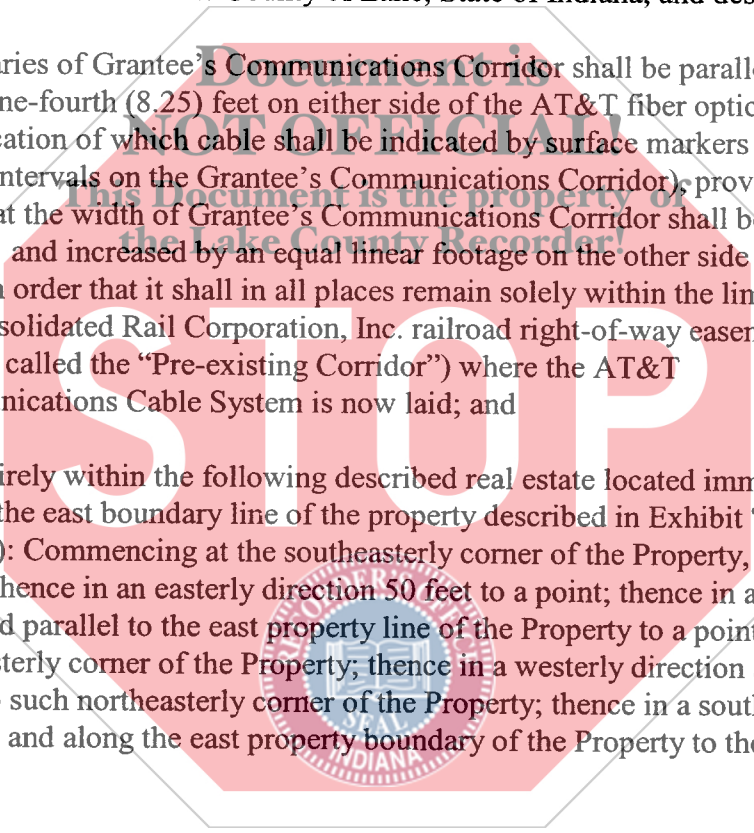
COMMUNICATIONS SYSTEMS EASEMENT
MORRIS W. CARTER
RECORDER

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned, George Williams and Richard Williams (hereinafter collectively with his/her/its successors in interest called "Grantor"), hereby grants, conveys and assigns to AT&T Corp., a New York corporation, its associated and allied companies, and its and their successors and assigns (hereinafter called "Grantee"), a permanent easement to operate, maintain (to include aerial patrol), reconstruct, replace and remove its present telecommunications cable system, which system includes, without limitation, underground and/or surface cables, conduits, wires, pipes, ducts, waveguides, surface testing terminals, conduits, manholes, markers, regeneration huts, and other appurtenances (hereinafter collectively called "Telecommunications Cable System"), *all where they are presently in place*, plus such future additions, upgrades, or expansions to the Telecommunications Cable System that are consistent with present uses and do not increase the burden of the individual parcel without additional compensation upon, across or under a strip of land (hereinafter called "Grantee's Communications Corridor") sixteen and one-half (16.5) feet wide, the location of which is in the County of Lake, State of Indiana, and described as follows:

The boundaries of Grantee's Communications Corridor shall be parallel lines eight-and-one-fourth (8.25) feet on either side of the AT&T fiber optic cable now laid (the location of which cable shall be indicated by surface markers set by Grantee at intervals on the Grantee's Communications Corridor); provided however that the width of Grantee's Communications Corridor shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of the former Consolidated Rail Corporation, Inc. railroad right-of-way easement (hereinafter called the "Pre-existing Corridor") where the AT&T Telecommunications Cable System is now laid; and

Located entirely within the following described real estate located immediately adjacent to the east boundary line of the property described in Exhibit "A" ("Property"): Commencing at the southeasterly corner of the Property, the point of beginning, thence in an easterly direction 50 feet to a point; thence in a northerly direction and parallel to the east property line of the Property to a point adjacent to the northeasterly corner of the Property; thence in a westerly direction a distance of 50 feet to such northeasterly corner of the Property; thence in a southerly direction on and along the east property boundary of the Property to the point of beginning.

It is understood and agreed that the permanent easement granted herein is subject to all presently existing uses of Grantor's land whether such uses are by Grantor or others and whether



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for surface uses, crossings or encroachments by communications companies or utilities, and Grantor shall have the exclusive rights to permit, restrict, maintain or remove such existing uses on the land of the Grantor, including land comprising the Grantee's Communications Corridor. It is further understood and agreed that Grantee shall not interfere with such reasonable uses of the land of the Grantor, and that Grantor retains the right to grant, convey, assign, and restrict any and all rights on his land that is not part of the Grantee's Communications Corridor.

The permanent easement granted herein, including all rights incidental thereto, shall vest in and belong to Grantee exclusive of any rights or claims of Grantor that are not expressly reserved herein, and Grantor shall have no rights to grant other or additional telecommunications or utility easements of any kind upon, across or under Grantee's Communications Corridor without the consent of and upon payment of just compensation to Grantee. Grantee shall have the right to grant, convey, and assign to third parties in Grantee's sole and absolute discretion, and with no further compensation to Grantor, sublicenses, subeasements or other rights (collectively "Subeasement Rights"), provided Grantee's rights hereunder are limited to grants, conveyances or assignments to use excess capacity within systems and additions that were installed and maintained primarily for Grantee's own use.

In the event that any utility, or any Corridor Entity created pursuant to the Settlement Agreement in *Hinshaw v. AT&T*, hereafter requests from Grantee a sublicense or subeasement to cross or encroach on Grantee's Communications Corridor, Grantee shall not unreasonably withhold its consent to the granting of the same; provided that the use and maintenance of the same shall not interfere with or restrict the rights granted, conveyed and assigned to Grantee or the rights retained by Grantor and subject to just compensation to Grantee.

The Grantor further grants and conveys to the Grantee the following incidental rights and powers:

- (1) Temporary rights-of-way and easement to be used during all periods of construction, reconstruction, repair and removal upon so much of a strip of land ten (10) feet wide on each side of Grantee's Communications Corridor as is owned by Grantor.
- (2) Ingress and egress upon and across the lands of the Grantor to and from said temporary and permanent easement for the purpose of exercising the aforesaid rights, all upon reasonable notice by Grantee.
- (3) In keeping with environmentally safe and sound practices, the right to clear all trees, roots, brush, vines, overhanging limbs, and other obstructions from the surface and subsurface of the above described permanent easement as are reasonably necessary for the Grantee's use and operations, and during periods of construction, reconstruction, repair and removal only, the same rights on the surface and subsurface of the above described temporary easement, subject to just compensation to Grantor for damage.
- (4) The right to install gates in any fence that Grantor may choose to erect across Grantee's

Communications Corridor, provided however that Grantee has no right to erect fences.

The Grantor hereby covenants that with the exception of fences in which Grantee has a right to install gates, no excavation, building, structure or obstruction will be constructed, erected, built, or permitted on said permanent easement, and no change will be made by grading or otherwise to the surface or subsurface of Grantee's Communications Corridor, and that no change will be made by grading or otherwise to the surface or subsurface of the land immediately adjacent to Grantee's Communications Corridor in such a manner that will interfere with Grantee's rights herein granted.

The Grantor shall have the right to use and enjoy the land hereby encumbered by the above described temporary and permanent easement so long as such use does not interfere with Grantee's use and enjoyment of such land or the rights herein granted.

The Grantee agrees to pay for any damages to fences and growing crops arising from the construction and maintenance of the aforesaid systems; provided, however, that Grantor agrees that from and after the date hereof, Grantor shall not plow or cultivate to a depth greater than fifteen inches on the Grantee's Communications Corridor, and shall not operate equipment, other than normal farming equipment such as tractors, plows, trucks, combines, balers, pickers, tillers, etc., on or across the Grantee's Communications Corridor. Prior to commencement of any digging or excavation (other than cultivation or plowing) on or in the immediate vicinity of the Grantee's easement, Grantor shall notify "Call Before You Dig" at 1-800-252-1133 at least 24 hours prior to such activity.

Grantee releases Grantor from any and all damages and liability of any kind, whether past, present or future and whether foreseen or unforeseen, arising directly or indirectly on or from Grantor's use of Grantee's Communications Corridor, including any damages to Grantee's Telecommunications Cable System, except upon proof of Grantor's negligence, and if such negligence shall be proven then such damages and liability shall be limited to costs of repair and restoration and shall not include consequential damages. Grantor and Grantee shall mutually indemnify, defend and hold harmless each other from any loss, damages, injuries or liability, arising directly or indirectly in whole or part from either party's actions upon or use of the land encumbered by Grantee's Communications Corridor.

The Grantor represents, warrants, covenants, and agrees that (a) except as to any ownership interest of CSX Transportation, Inc. or Consolidated Rail Corporation or anyone claiming title through either of them, the Grantor is the fee simple owner of the property and/or has/have the right, power, and authority to grant and convey to Grantee the above described rights and easement; and (b) the Grantor will obtain, in recordable form, from any person currently having a lien, security interest or other interest in the land encumbered by the above described easements, which is senior to the rights of the Grantee granted and conferred hereunder, such person's consent to the terms and provisions of this grant of easement.

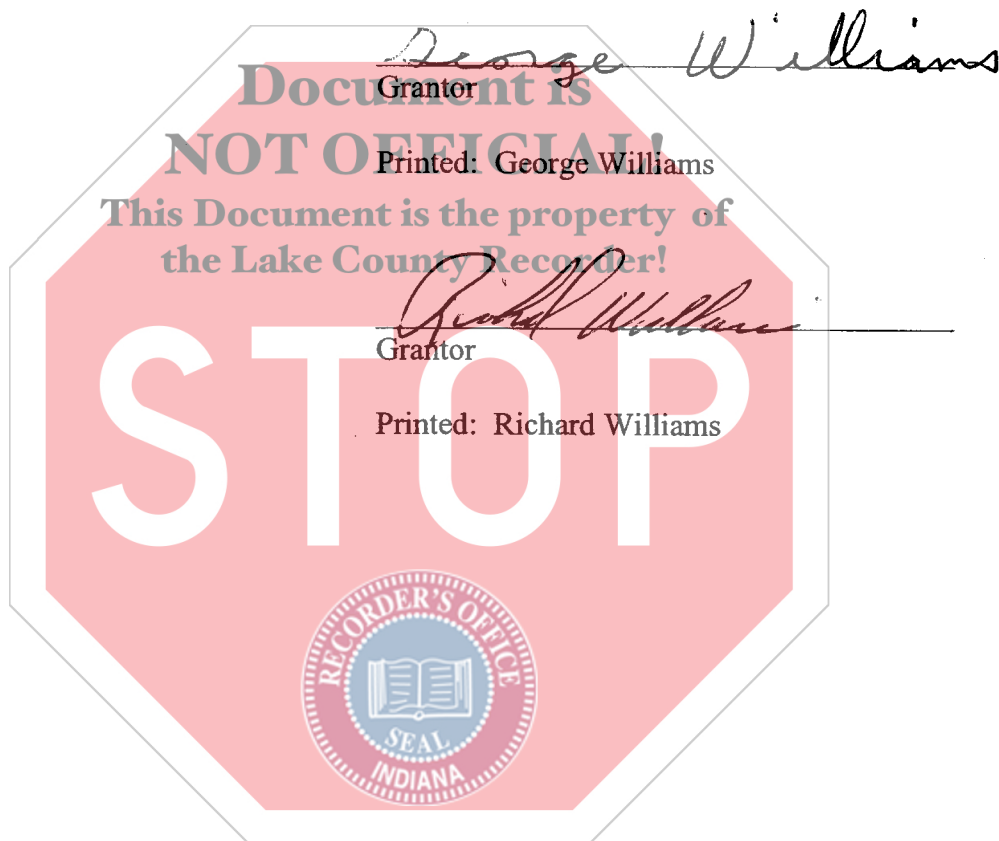
Grantor and Grantee expressly acknowledge and agree that this Grant of Communications

System Easement sets forth the entire understanding and agreement of Grantor and Grantee with respect to Grantor's and Grantee's use, maintenance, and operation of the Communications Corridor on Grantor's property, and as between Grantor and Grantee, any prior easement, license, or other similar rights with respect to Grantee's use of Grantor's property from any source derived is hereby disclaimed and of no further force or effect.

The covenants, rights, terms, conditions, and provisions herein shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents.

Grantor's right, title and interest in and to the land that is subject to this permanent easement arises out of the acquisition of the land acquired pursuant to instrument dated August 14, 1984, and recorded on September 6, 1984, as Instrument Number 771414 in the Office of the Recorder of Lake County, Indiana.

IN WITNESS WHEREOF, Grantor has executed this Grant of Communications Systems Easement on this 14TH day of OCTOBER, 2000.



ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for such County and State, personally appeared George Williams and Richard Williams, who, after having been duly sworn, acknowledged the execution the foregoing Grant of Communications Systems Easement.

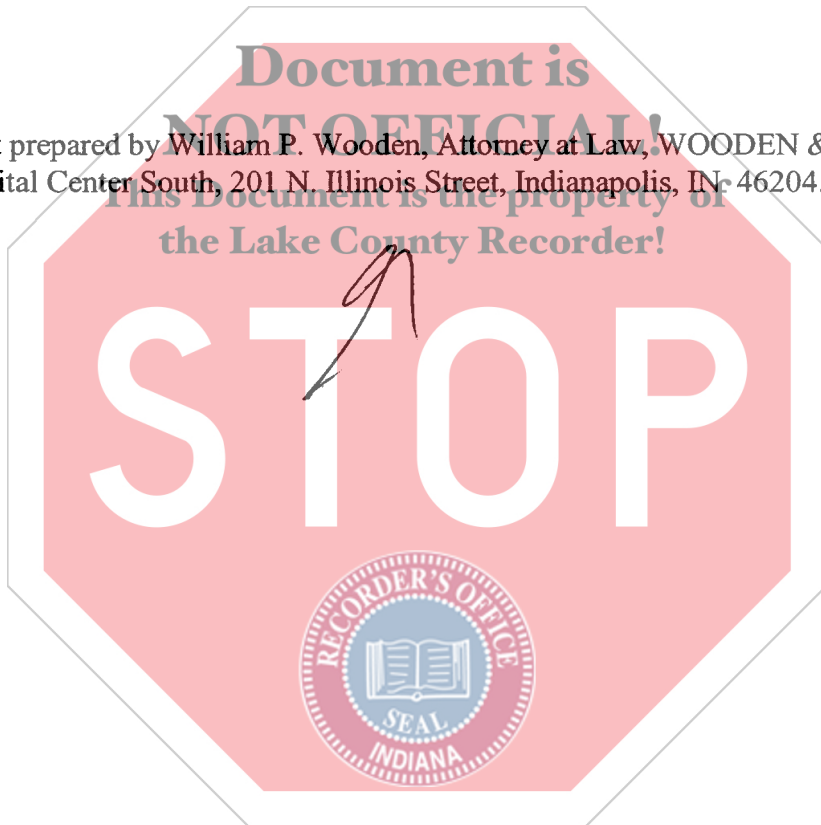
WITNESS, my hand and Notarial Seal this 14th day of October, 2000.

Mike Chelovich
(MIKE CHELOVICH) Notary Public

My Commission Expires:
7/8/2007

My County of Residence:
LAKE

This instrument prepared by William P. Wooden, Attorney at Law, WOODEN & McLAUGHLIN, LLP, 1600 Capital Center South, 201 N. Illinois Street, Indianapolis, IN 46204.



Accepted and agreed to this 19th day of April, ~~2000~~ ²⁰⁰¹

GRANTEE:

AT&T Corp.

By:

Peggy J. Wornack
SR. TECHNICAL STAFF MGR.



EXHIBIT A

Part of the Southwest Quarter of the Northwest Quarter of Section 15, Township 34 North, Range 8 West of the 2nd P.M., described as follows: Beginning at a point 1036 feet Easterly measured along the Northerly right of way line of State Road No. 53 from a point which is 75 feet East of the centerline of State Road No. 53 and 160 feet Northeast of the centerline of State Road No. 8, both measured at right angles to the centerline of said roads; thence Northeasterly perpendicular to said Northerly right of way line to the Southwesterly right of way line of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway; thence Southeasterly along said Southwesterly right of way line to a point 20 feet measured at right angles from the East line of said Quarter Quarter; thence Southwesterly 22.40 feet to the Northerly right of way line of State Road No. 53; thence Westerly along said Northerly right of way line 502.60 feet to the place of beginning, in Lake County, Indiana.

EXHIBIT A



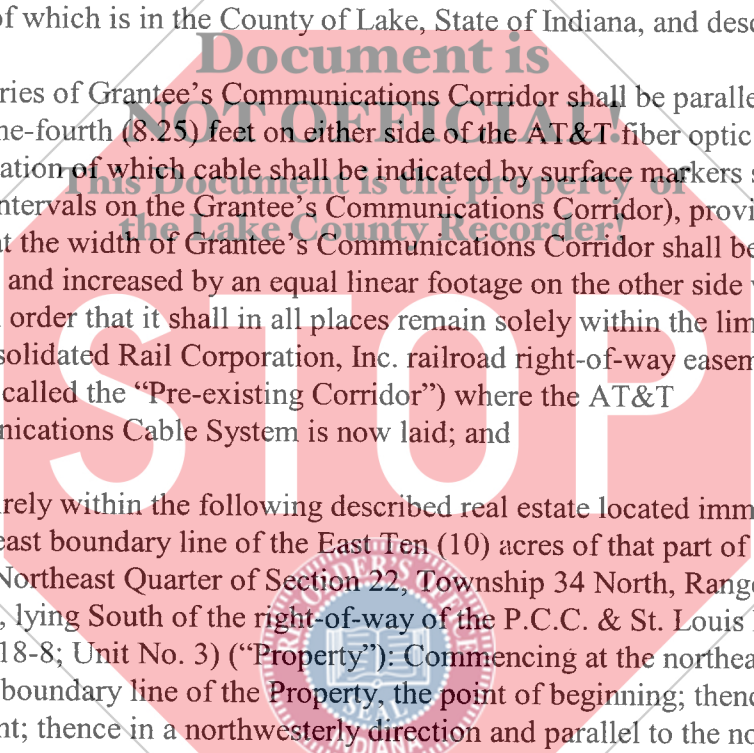
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Cross-Reference: Instrument Number 820567, Lake County Recorder

GRANT OF COMMUNICATIONS SYSTEMS EASEMENT

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned, James E. Knight and Jacquelyn C. Knight (hereinafter collectively with his/her/its successors in interest called "Grantor"), hereby grants, conveys and assigns to AT&T Corp., a New York corporation, its associated and allied companies, and its and their successors and assigns (hereinafter called "Grantee"), a permanent easement to operate, maintain (to include aerial patrol), reconstruct, replace and remove its present telecommunications cable system, which system includes, without limitation, underground and/or surface cables, conduits, wires, pipes, ducts, waveguides, surface testing terminals, conduits, manholes, markers, regeneration huts, and other appurtenances (hereinafter collectively called "Telecommunications Cable System"), *all where they are presently in place*, plus such future additions, upgrades, or expansions to the Telecommunications Cable System that are consistent with present uses and do not increase the burden of the individual parcel without additional compensation upon, across or under a strip of land (hereinafter called "Grantee's Communications Corridor") sixteen and one-half (16.5) feet wide, the location of which is in the County of Lake, State of Indiana, and described as follows:

The boundaries of Grantee's Communications Corridor shall be parallel lines eight-and-one-fourth (8.25) feet on either side of the AT&T fiber optic cable now laid (the location of which cable shall be indicated by surface markers set by Grantee at intervals on the Grantee's Communications Corridor), provided however that the width of Grantee's Communications Corridor shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of the former Consolidated Rail Corporation, Inc. railroad right-of-way easement (hereinafter called the "Pre-existing Corridor") where the AT&T Telecommunications Cable System is now laid; and

Located entirely within the following described real estate located immediately adjacent to east boundary line of the East Ten (10) acres of that part of the East Half of the Northeast Quarter of Section 22, Township 34 North, Range 8 West, the 2nd P.M., lying South of the right-of-way of the P.C.C. & St. Louis Railroad (Key No. 7-18-8; Unit No. 3) ("Property"): Commencing at the northeast corner of the north boundary line of the Property, the point of beginning; thence north 50 feet to a point; thence in a northwesterly direction and parallel to the north property line of the Property to a point adjacent to the northwest corner of the north boundary line of the Property; thence south 50 feet to such northwest corner of the Property; thence in a southeasterly direction on and along the north boundary line of the Property to the point of beginning.



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southeasterly direction on and along the north boundary line of the Property to the point of beginning.

It is understood and agreed that the permanent easement granted herein is subject to all presently existing uses of Grantor's land whether such uses are by Grantor or others and whether for surface uses, crossings or encroachments by communications companies or utilities, and Grantor shall have the exclusive rights to permit, restrict, maintain or remove such existing uses on the land of the Grantor, including land comprising the Grantee's Communications Corridor. It is further understood and agreed that Grantee shall not interfere with such reasonable uses of the land of the Grantor, and that Grantor retains the right to grant, convey, assign, and restrict any and all rights on his land that is not part of the Grantee's Communications Corridor.

The permanent easement granted herein, including all rights incidental thereto, shall vest in and belong to Grantee exclusive of any rights or claims of Grantor that are not expressly reserved herein, and Grantor shall have no rights to grant other or additional telecommunications or utility easements of any kind upon, across or under Grantee's Communications Corridor without the consent of and upon payment of just compensation to Grantee. Grantee shall have the right to grant, convey, and assign to third parties in Grantee's sole and absolute discretion, and with no further compensation to Grantor, sublicenses, subeasements or other rights (collectively "Subeasement Rights"), provided Grantee's rights hereunder are limited to grants, conveyances or assignments to use excess capacity within systems and additions that were installed and maintained primarily for Grantee's own use.

In the event that any utility, or any Corridor Entity created pursuant to the Settlement Agreement in *Hinshaw v. AT&T*, hereafter requests from Grantee a sublicense or subeasement to cross or encroach on Grantee's Communications Corridor, Grantee shall not unreasonably withhold its consent to the granting of the same; provided that the use and maintenance of the same shall not interfere with or restrict the rights granted, conveyed and assigned to Grantee or the rights retained by Grantor and subject to just compensation to Grantee.

The Grantor further grants and conveys to the Grantee the following incidental rights and powers:

- (1) Temporary rights-of-way and easement to be used during all periods of construction, reconstruction, repair and removal upon so much of a strip of land ten (10) feet wide on each side of Grantee's Communications Corridor as is owned by Grantor.
- (2) Ingress and egress upon and across the lands of the Grantor to and from said temporary and permanent easement for the purpose of exercising the aforesaid rights, all upon reasonable notice by Grantee.
- (3) In keeping with environmentally safe and sound practices, the right to clear all trees, roots, brush, vines, overhanging limbs, and other obstructions from the surface and

subsurface of the above described permanent easement as are reasonably necessary for the Grantee's use and operations, and during periods of construction, reconstruction, repair and removal only, the same rights on the surface and subsurface of the above described temporary easement, subject to just compensation to Grantor for damage.

- (4) The right to install gates in any fence that Grantor may choose to erect across Grantee's Communications Corridor, provided however that Grantee has no right to erect fences.

The Grantor hereby covenants that with the exception of fences in which Grantee has a right to install gates, no excavation, building, structure or obstruction will be constructed, erected, built, or permitted on said permanent easement, and no change will be made by grading or otherwise to the surface or subsurface of Grantee's Communications Corridor, and that no change will be made by grading or otherwise to the surface or subsurface of the land immediately adjacent to Grantee's Communications Corridor in such a manner that will interfere with Grantee's rights herein granted.

The Grantor shall have the right to use and enjoy the land hereby encumbered by the above described temporary and permanent easement so long as such use does not interfere with Grantee's use and enjoyment of such land or the rights herein granted.

The Grantee agrees to pay for any damages to fences and growing crops arising from the construction and maintenance of the aforesaid systems; provided, however, that Grantor agrees that from and after the date hereof, Grantor shall not plow or cultivate to a depth greater than fifteen inches on the Grantee's Communications Corridor, and shall not operate equipment, other than normal farming equipment such as tractors, plows, trucks, combines, balers, pickers, tillers, etc., on or across the Grantee's Communications Corridor. Prior to commencement of any digging or excavation (other than cultivation or plowing) on or in the immediate vicinity of the Grantee's easement, Grantor shall notify "Call Before You Dig" at 1-800-252-1133 at least 24 hours prior to such activity.

Grantee releases Grantor from any and all damages and liability of any kind, whether past, present or future and whether foreseen or unforeseen, arising directly or indirectly on or from Grantor's use of Grantee's Communications Corridor, including any damages to Grantee's Telecommunications Cable System, except upon proof of Grantor's negligence, and if such negligence shall be proven then such damages and liability shall be limited to costs of repair and restoration and shall not include consequential damages. Grantor and Grantee shall mutually indemnify, defend and hold harmless each other from any loss, damages, injuries or liability, arising directly or indirectly in whole or part from either party's actions upon or use of the land encumbered by Grantee's Communications Corridor.

The Grantor represents, warrants, covenants, and agrees that (a) except as to any ownership interest of CSX Transportation, Inc. or Consolidated Rail Corporation or anyone claiming title through either of them, the Grantor is the fee simple owner of the property and/or

has/have the right, power, and authority to grant and convey to Grantee the above described rights and easement; and (b) the Grantor will obtain, in recordable form, from any person currently having a lien, security interest or other interest in the land encumbered by the above described easements, which is senior to the rights of the Grantee granted and conferred hereunder, such person's consent to the terms and provisions of this grant of easement.

Grantor and Grantee expressly acknowledge and agree that this Grant of Communications System Easement sets forth the entire understanding and agreement of Grantor and Grantee with respect to Grantor's and Grantee's use, maintenance, and operation of the Communications Corridor on Grantor's property, and as between Grantor and Grantee, any prior easement, license, or other similar rights with respect to Grantee's use of Grantor's property from any source derived is hereby disclaimed and of no further force or effect.

The covenants, rights, terms, conditions, and provisions herein shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents.

Grantor's right, title and interest in and to the land that is subject to this permanent easement arises out of the acquisition of the land acquired pursuant to instrument dated June 25, 1985, and recorded on September 18, 1985, as Instrument Number 820567 in the Office of the Recorder of Lake County, Indiana.

IN WITNESS WHEREOF, Grantor has executed this Grant of Communications Systems Easement on this 13th day of November, 2000.


Document is NOT OFFICIAL!
the Lake County Recorder!

DECEASED
Grantor

Printed: James E. Knight

Jacquelyn C. Knight
Grantor

Printed: Jacquelyn C. Knight



Accepted and agreed to this 19th day of April, 2000.1

GRANTEE:

AT&T Corp.

By:

Peggy J. Wornack
SR. TECHNICAL STAFF MGR.



INDIANA STATE BOARD OF HEALTH

Local No. 1456-92

CERTIFICATE OF DEATH

State No. _____

TYPE/PRINT
IN
PERMANENT
BLACK INK

1 DECEASED—NAME (First, Middle, Last) JAMES E. KNIGHT		2 SEX Male		3a. TIME OF DEATH 2:30 p.m.		3b. DATE OF DEATH (Month, Day, Yr.) July 5, 1992	
4 SOCIAL SECURITY NUMBER 312-18-7613		5a. AGE—Last Birthday (Years) 67		5b. UNDER 1 YEAR Months Days		5c. UNDER 1 DAY Hours Minutes	
6. DATE OF BIRTH (Mo, Day, Yr.) November 3, 1924		7. BIRTHPLACE (City and State or Foreign Country) Gary, Indiana					
8a. WAS DECEDENT A U.S. VETERAN? yes		8b. YEAR LAST SERVED IN U.S. ARMED FORCES? 1951		9a. PLACE OF DEATH (Check only one. See instructions) HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA OTHER: <input type="checkbox"/> Nursing Home <input type="checkbox"/> Other (Specify) <input checked="" type="checkbox"/> Residence			
9b. FACILITY NAME (If not institution, give street and number) 1417 E. State Road 8				9c. CITY, TOWN, OR LOCATION OF DEATH Crown Point		9d. COUNTY OF DEATH Lake	
10. MARITAL STATUS (Specify) Married		11. SURVIVING SPOUSE (If wife, give maiden name) Jacquelyn C. Osika		12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Insurance Agent		12b. KIND OF BUSINESS/INDUSTRY Insurance	
13a. RESIDENCE—STATE Indiana		13b. COUNTY Lake		13c. CITY, TOWN, OR LOCATION Crown Point		13d. STREET AND NUMBER 1417 E. State Road 8	
13e. ZIP CODE 46307		13f. INSIDE CITY LIMITS <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 13g. ON A FARM? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		14. CITIZEN OF WHAT COUNTRY? USA		15. WAS DECEDENT OF HISPANIC ORIGIN? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, specify Cuban, Mexican, Puerto Rican, etc.)	
16. RACE—American Indian, Black, White, etc. (Specify) White		17. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) 12 College (1-4 or 5+) _____					
18. FATHER'S NAME (First, Middle, Last) Lawrence L. Knight				19. MOTHER'S NAME (First, Middle, Maiden Surname) Emma A. Gross			
20a. INFORMANT'S NAME (Type/Print) Jacquelyn C. Knight				20b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 1417 E. State Rd. 8, Crown Pt., IN 46307		20c. Relationship Wife	
21a. METHOD OF DISPOSITION <input type="checkbox"/> Entombment <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify) _____				21b. DATE AND PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) July 9, 1992 Calumet Park Cemetery		21c. LOCATION—City or Town, State Merrillville, Indiana	
22a. EMBALMER'S NAME William D. Smith				22b. EMBALMER'S LICENSE NO. 09000049		23. WAS DEATH REPORTED TO CORONER? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
24a. SIGNATURE OF FUNERAL DIRECTOR <i>[Signature]</i>				24b. LICENSE NUMBER (of Licensee) 1009893		25. NAME, ADDRESS, AND LICENSE NUMBER OF FUNERAL HOME PRUZIN & LITTLE FUNERAL SERVICE #83001261 811 E. Franciscan Dr., Crown Point, IN 46307	
26. PART I. CAUSE OF DEATH Enter the diseases, injuries, or complications that caused the death. Do not enter nonspecific terms, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. IMMEDIATE CAUSE (Final disease or condition resulting in death) JUL 07 1992 a. Congestive heart failure DUE TO (OR AS A CONSEQUENCE OF): b. Cardiomyopathy - congestive class II DUE TO (OR AS A CONSEQUENCE OF): c. _____ DUE TO (OR AS A CONSEQUENCE OF): d. _____ Approximate Interval Between Onset and Death 7 years							
26. PART II. OTHER SIGNIFICANT MEDICAL CONDITIONS contributing to death but not previously stated in Part I. Chronic obstructive Pulmonary Disease							
27. WAS DECEDENT PREGNANT OR 90 DAYS POSTPARTUM? (Yes or no) no		28a. WAS AN AUTOPSY PERFORMED? (Yes or no) no		28b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or no) no			
29a. CERTIFIER (Check only one) <input type="checkbox"/> CERTIFYING PHYSICIAN To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) as stated. <input type="checkbox"/> HEALTH OFFICER On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) as stated. <input type="checkbox"/> CORONER On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.							
29b. SIGNATURE AND TITLE OF CERTIFIER <i>[Signature]</i>						29c. MEDICAL LICENSE NO. 17621	29d. DATE SIGNED (Month, Day, Year) 6 July 92
30. NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 26) (Type/Print) John T. Scully M.D. 8895 Broadway, Merrillville, Indiana 46410							
31. HEALTH OFFICER'S SIGNATURE <i>[Signature]</i>						32. DATE FILED (Month, Day, Year) July 7, 1992	
33. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Pending investigation <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined <input type="checkbox"/> Homicide		34a. DATE OF INJURY (Month, Day, Year)		34b. TIME OF INJURY	34c. INJURY AT WORK? (Yes or no)	34d. DESCRIBE HOW INJURY OCCURRED	
34e. PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify)				34f. LOCATION (Street and Number or Rural Route Number, City or Town, State)			
34g. DATE PRONOUNCED DEAD (Month, Day, Year)				34h. MOTOR VEHICLE ACCIDENT? (Yes or no) If yes, specify driver, passenger, pedestrian, etc.			

THIS CERTIFICATE IS A TRUE AND COMPLETE COPY OF THE ORIGINAL DEATH ON FILE WITH THE LAKE COUNTY HEALTH DEPT.

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