

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

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WESTERN SPRINGS NATIONAL BANK AND TRUST 4456 Wolf Road Western Springs, IL 60558

Attn: Loan Department

FOR RECORDER'S USE ONLY

This document contains a total of 10 pages

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES, is made this 1st day of October, 2003, by Lake County Trust Company, an Indiana corporation, as Trustee under the provisions of a Trust Agreement Dated May 16, 1991 and Known as Trust No. 4159 ("Assignor"), in favor of WESTERN SPRINGS NATIONAL BANK AND TRUST, N.A., having its principal office at 4456 Wolf Road, Western Springs, Illinois 60558 ("Assignee").

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A. The Assignor executed and delivered a note (the "Note") of even date herewith, payable to the Thousand and 00/100 (\$1,200,000.00) Dollars (the "Loan") and, as security therefore, executed and delivered to Assignee its mortgage (the "Mortgage"), of even date with the Note, conveying, inter alia, the land legally described on Exhibit A attached hereto and made a part hereof (the "Land") and the improvements constructed and to be constructed thereon (the "Improvements") (the Land and Improvements are collectively referred to herein as the "Mortgaged Premises").

B. As additional security for payment of the Loan, together with interest and all other sums due and owing to Assignee pursuant to Note and Mortgage (collectively the "Indebtedness"), and the performance of all of the terms, covenants, conditions and agreements contained in the Mortgage, and in the other "Loan Documents" (as such term is defined in Mortgage) (the Note, Mortgage and other Loan Documents are collectively referred to herein as the "Loan Papers"), Assignor has agreed to assign to Assignee all of its right, title and interest in and to "Rents" (as such term is hereafter defined) and all lease agreements and other occupancy or rental agreements (collectively the "Leases") applicable to the use and occupancy of the Mortgaged Premises by any person, firm or entity (the "Tenants") which may be executed or agreed to, either orally or in writing, by Assignor, as landlord.



NOW, THEREFORE, in consideration of the disbursement of the proceeds of the Loan for the direct or indirect benefit of Assignor and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor agrees as follows:

- 1. GRANT OF SECURITY INTEREST: Assignor hereby grants a security interest in and sells, assigns, transfers and sets over unto Assignee one hundred per cent (100%) of Assignor's right, title and interest in and to the Leases and all rents, earnings, avails, build out reimbursements, expense pass-throughs, common area maintenance fees and charges and any and all other sums at any time due and owing to Assignor under or in connection with any Lease, and Assignor's interest in all security deposits and escrow accounts established or maintained in connection with any Lease (all of which are collectively referred to herein as "Rents".
- 2. <u>PRESENT ASSIGNMENT</u>: Assignor agrees that this Assignment of Rents and Leases is absolute and effective immediately and is made for the purpose of securing payment of the Indebtedness and performance and discharge of each and every obligation, covenant and agreement required of Assignor pursuant to Loan Papers; PROVIDED, HOWEVER, until occurrence of an "Event of Default" (as defined in Mortgage), Assignee shall not exercise any rights granted to it pursuant hereto and Assignor may receive, collect and enjoy the Rents as Assignor's sole property.
- 3. NO PRIOR ASSIGNMENT: Assignor represents and warrants that no part of the Rents have been previously assigned.
- 4. ASSIGNOR'S COVENANTS RE: LEASES: Assignor shall observe and perform all of the obligations imposed upon the landlord named in the Leases and Assignor shall:
 - a). not do or permit any act or occurrence which would impair the security of Assignee in the Rents and/or Leases;
 - b). not collect any part of the Rents more than forty-five (45) days in advance of the time when the same shall become due;
 - c). not execute any other assignment of Assignor's interest, as landlord, in the Leases or Rents;
 - d). not alter, modify or change the terms and conditions of any Lease, nor cancel or terminate any Lease, or accept a surrender thereof, without the prior written consent of Assignee;
 - e). at Assignee's request, execute and deliver all such further assurances and assignments as Assignee shall, from time to time, require; and

- f). within ten (10) days following Assignee's request therefore, furnish to Assignee:
 (i) a current rent roll in such form and content as Assignee may reasonably request certified by Beneficiary to Assignee as true and correct; and (ii) a true and complete copy of each Lease.
- 5. <u>RIGHT TO COLLECT RENTS</u>: Assignor shall have the right, so long as there shall exist no Event of Default under the Mortgage nor any default by landlord under any Lease ("Lease Default"), to collect Rents when due (but not more than forty-five (45) days prior thereto), and to retain, use and enjoy the same for Assignor's own benefit and for the benefit of the Mortgaged Premises.
- 6. ASSIGNEE'S RIGHTS OF ACTION: Assignor agrees that any time following an Event of Default or a Lease Default, Assignee may at its option (but without obligation to do so) either in person or through its agent or a receiver appointed by a court of competent jurisdiction:
 (i) without in any way waiving such Event of Default or Lease Default, as the case may be; and (ii) without regard to the adequacy of other security for repayment of the Indebtedness; and (iii) with or without instituting any legal action or proceeding:
 - a). take possession of the Mortgaged Premises to the extent permitted by law, and hold, manage, lease and operate the same on such terms and for such periods of time as Assignee may deem proper;
 - b). with or without taking possession of the Mortgaged Premises, institute suit in its own name to enforce the terms of the respective Leases and to otherwise collect and receive Rents in its own name, including (without limitation) Rents past due and unpaid for periods prior to the occurrence of an Event of Default, with full power to make, from time to time, all settlements and compromises with respect to Rents and Leases at any time in dispute; and
 - c). apply Rents received to the payment (in such order of priority as the Assignee, in its sole discretion, may determine desirable) of:
 - i). any and all costs and expenses incurred in managing the Mortgaged Premises (including, but not limited to, leasing commissions incurred in obtaining or retaining Tenants for the Mortgaged Premises, the salaries, fees and wages of any managing agent of the Mortgaged Premises and other employees, agents or contractors of Assignee providing management or maintenance services to the Mortgaged Premises);
 - ii). any and all expenses of operating and maintaining the Mortgaged Premises (including, but not limited to, all taxes, charges, claims, assessments, water rents, sewer rents and other liens, and premiums for all insurance coverages which

- Assignee may deem necessary for the proper or efficient operation of the Mortgaged Premises);
- iii). any and all costs of alteration, renovation, repair or replacement of the Mortgaged Premises as may be necessary or desirable to prevent waste or loss of value of the Mortgaged Premises or otherwise incurred in the ordinary course of operating or managing the Mortgaged Premises;
- iv). any and all expenses incident to the taking and retaining of possession of the Mortgaged Premises; and
- v). the Indebtedness and all costs, expenses and attorneys' fees incurred by Assignee in the collection thereof and/or in the protection of Assignee's security for repayment thereof;

7. NON-LIABILITY OF ASSIGNEE: Assignor agrees that:

- a). Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Mortgaged Premises following the occurrence of an Event of Default or Lease Default or by reason of any other act or omission of Assignee in managing the Mortgaged Premises thereafter, unless such loss is caused by the willful misconduct or gross negligence of Assignee;
- b). Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability of Assignor pursuant hereto or pursuant to any Leases;
- c). Assignor shall, and does hereby agree to, indemnify and hold Assignee harmless from and against any and all liability, loss or damage which may or might be incurred by reason of any matter referred to in Section 7.a) or 7.b) hereof 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 perform or discharge any of the terms, covenants, conditions and/or agreements required of Assignor pursuant hereto or pursuant to any Lease; PROVIDED, HOWEVER, that such indemnification shall not include any liability, loss or damage which may be incurred by Assignee by reason of the willful misconduct or gross negligence of Assignee; and
- d). If Assignee incurs any liability pursuant hereto or pursuant to any Lease or in defense of any such claim or demand, the amount thereof (including all costs, expenses and reasonable attorneys' fees incurred by Assignee by reason thereof, whether incurred before or following the exercise of Assignee's rights pursuant hereto or pursuant to any Lease), shall be secured by the Mortgage and Assignor shall reimburse Assignee therefore, immediately upon demand. In the event of a

failure by Assignor to fulfill Assignor's obligations and undertakings pursuant hereto, Assignee may, at Assignee's sole option, declare Indebtedness immediately due and payable.

- 8. <u>LIMITATION OF ASSIGNEE'S DUTIES</u>: Assignor agrees that, except as otherwise herein expressly provided, this Assignment of Rents and Leases shall not operate to place upon Assignee any responsibility for the control, care, management or repair of Mortgaged Premises or for the performance of any of the terms, covenants, conditions and agreements required of Assignor, as landlord, pursuant to Leases. Additionally, this instrument shall not make Assignee responsible or liable for any:
 - a). waste committed on Mortgaged Premises by Tenants or any other person, firm or entity;
 - b). dangerous or defective condition of or on the Mortgaged Premises; or
 - c). negligence in the management, upkeep, repair or control of the Mortgaged Premises resulting in loss, injury or death to any Tenant, licensee, employee or stranger (except that if Assignee shall take affirmative steps to manage, provide upkeep, repair or control the Mortgaged Premises, Assignee shall have a duty to do so without committing grossly negligent, reckless or willfully wrongful acts).
- 9. RIGHT OF TENANTS AND OTHERS TO RELY UPON DEMAND BY ASSIGNEE: Assignor agrees that any affidavit, certificate, letter or written statement of any officer, agent or attorney of Assignee which shall set forth or assert that: (i) Assignee is then the holder of the Indebtedness evidenced or secured by the Loan Papers; (ii) an Event of Default or Lease Default has occurred; and (iii) Assignee demands payment of Rents (as defined herein) to be made to Assignee or as Assignee may direct; shall be and constitute sufficient evidence to Tenants and third parties (x) of the factual basis for each such statement (upon which such Tenants and third parties shall have absolute right to rely without further inquiry to Assignor, Assignee or any other source) and (y) of the validity, effectiveness and continuing force and effect of this Assignment of Rents and Leases. Assignor hereby authorizes and directs Tenants and such third parties, upon receipt of the foregoing, to pay Rents to Assignee or as Assignee may in writing direct, until otherwise notified by Assignee to the contrary.
- 10. <u>TERMINATION UPON FULL PAYMENT</u>: Upon payment of the Indebtedness in full, this Assignment of Rents and Leases shall terminate and be of no further force or effect and upon demand by Assignor, Assignee shall promptly execute, in recordable form, an express release hereof and deliver the same to Assignor.

11. NON-IMPAIRMENT:

- A. Assignor agrees that Assignee may: (i) take or release any other security for payment of the Indebtedness; (ii) release any party primarily or secondarily liable for the Indebtedness; and/or (iii) apply any other security in its possession or under its control to the satisfaction of Indebtedness; without prejudice to any of Assignee's rights hereunder or under any of the other Loan Papers.
- B. Nothing contained in the Loan Papers shall be deemed to release, affect or impair the Indebtedness or the rights of Assignee to enforce its remedies pursuant hereto and/or pursuant to the Loan Papers, including, without limitation, the right to pursue any remedy for injunctive or other equitable relief.
- 12. <u>THE TERM "LEASES" INCLUDES "SUBLEASES"</u>: Assignor agrees that the term "Leases" shall include, without limitation, any and all subleases thereof and all extensions or renewals of Leases and subleases thereof.
- 13. <u>INTERPRETATION</u>: Assignor agrees that: (a) the rights and remedies granted or conferred upon Assignee hereunder are in addition to all other rights and remedies granted or conferred upon Assignee under the Loan Papers; (b) nothing contained herein, and no act done or omitted to be done by Assignee pursuant to the powers and rights granted to it hereunder, shall be deemed to be a waiver by Assignee of its rights and remedies pursuant to the Loan Papers; and (c) this Assignment of Rents and Leases is made without prejudice to any of the rights and remedies possessed by Assignee under the Loan Papers. The right of Assignee to collect the Indebtedness and to enforce any security therefore in its possession or control may be exercised by Assignee either prior to, concurrently with or subsequent to any action taken by it pursuant hereto or pursuant to the Loan Papers. This instrument shall be governed and construed in accordance with the internal laws of the State of Illinois (without giving effect to any "law of conflicts" which would require this instrument or the rights and duties arising hereunder to be construed pursuant to the laws of any other jurisdiction).
- 14. NOTICES: Assignor agrees that any and all notices required or permitted to be given hereunder may be served by a party or such party's attorneys, shall be in writing and shall be deemed served, if by personal delivery, on the date the same is actually received by the addressee thereof; or, if by mail, on the next business day after the same is deposited with the United States Postal Service (or its successor) for mailing by Certified Mail, Return Receipt Requested, postage fully prepaid, addressed as hereinafter set forth; or, if by overnight messenger service (i.e. Federal Express) on the date of delivery by such overnight messenger service to the address as hereinafter set forth. Notices by mail and by overnight messenger service shall be addressed as follows or to such other address as the party entitled to receive such notice may, from time to time hereafter, designate in writing by giving written notice pursuant hereto:

If to Assignee:

Western Springs National Bank and Trust, N.A. 4456 Wolf Road

Western Springs, IL 60558

If to Assignor: Lake County Trust Company, not personally but

as Trustee under the provisions of a Trust Agreement Dated May 16, 1991 and known as Trust No. 4159

15. <u>BINDING EFFECT</u>: Assignor agrees that this Assignment of Rents and Leases and all covenants and warranties herein contained shall inure to the benefit of Assignee, its successors, assigns, participants, grantees and legal representatives and shall be binding upon Assignor, their respective heirs, executors, administrators, successors, permitted assigns, grantees and legal representatives.

- 16. <u>SEVERABILITY</u>: Each provision hereof is intended to be severable, and the invalidity or unenforceability of any portion of this Assignment of Rents and Leases shall not affect the validity or enforceability of the remainder hereof provided the overall intentions of the parties and the purposes of this Assignment of Rents and Leases, each as expressed herein, are not materially impaired.
- 17. <u>HEADINGS</u>: The headings set forth herein are for convenience of reference only and shall not be deemed to impair, enlarge or otherwise affect the substantive meaning of any provision to which such heading may relate.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Rents and Leases to be executed as his free, voluntary and duly authorized acts as of the day and year first above written.

This Document is the property of



Lake County Trust Company, not personally But as Trustee under the provisions of a Trust Agreement Dated May 16, 1991 and known as Trust #4159

SEE SIGNATURE PAGE ATTACHED

Trust Officer

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor of Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

(Page 1 of 2 pages of Trustee's Signature Page)

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 6th day of October, 2003.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated May 16, 1991, and known as Trust No. 4159.

By: Zhall M. Sievers) Trust Officer

STATE OF INDIANA

)SS:

COUNTY OF LAKE

Document is

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Elaine M. Sievers, Trust Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee. Ly Recorder!

Witness my hand and seal this 6th day of October, 2003.

Hesta Payo, Notary Public

My Commission Expires: 10-11-07

Resident of Lake County, Indiana

(Page 2 of 2 pages of Trustee's Signature Pages)

STATE OF	INDIANA)				
) SS				
COUNTY (OF)				
	foregoing instrument, 2003, byunty Trust Company.	was ackn		before me thi , not personally l	 day of Officer
				Notary Public	
My Commis	ssion Expires:				



EXHIBIT A

October 1, 2003 ASSIGNMENT OF RENTS AND LEASES Lake County Trust Company Dated 5/16/91 Trust #4159

described as follows:

Tract 1: A tract of land described as: Beginning at a point on the West line of Section 24, Township 37 North, Range 10 West of the 2nd Principal Meridian, in the City of Hammond, in Lake County, Indiana, at the Northwest corner of the South half of the Southwest fractional one quarter of said Section 24, which point is marked by a 4" by 8" stone; thence along a Southerly line of property of Indiana Harbor Belt Railroad North 89 degrees 48 minutes East a distance of 66 feet to a point; thence North along the Easterly line of said Indiana Harbor Belt Railroad a distance of 671.12 feet to a point; thence along the South line of 138th Street extended Westwardly North 89 degrees 48 minutes East a distance of 693.83 feet to a point on the West line of Victoria Avenue; thence South along the West line of Victoria Avenue and the extension thereof, a distance of 671.12 feet to a point; thence North 89 degrees 48 minutes East a distance of 177.57 feet to a point; thence South no degrees 16 minutes East a distance of 483.35 feet to a point; thence South 89 degrees 48 minutes West, a distance of 939.65 feet to a point on the West line of said Section 24; thence along the said West line of Section 24, North a distance of 483.35 feet to the place of beginning.

Tract 2: That part of the South half of the Southwest fractional quarter of Section 24, Township 37 North, Range 10 West of the 2nd Principal Meridian, described as Beginning at a point 434.78 feet North of the South line of said Southwest Quarter and 905 feet West of the East line thereof; running thence North 0 degrees 16 minutes West parallel with the East line of said Southwest Quarter 328.31 feet to a point on the South line of the lands of W.J. Holliday and Company, thence South 89 degrees 48 minutes West along said South line of the lands of W.J. Holliday and Company 801.51 feet, more or less, to a point (said point being the Northeast corner of tract conveyed by Pullman-Standard Car Manufacturing Company, to S.G. Taylor Chain Company, by deed Dated November 24, 1942, and recorded in the Recorder's Office of Lake County, Indiana, in Deed Record 669, page 177); thence South 58 degrees 7 minutes 4 seconds East along the Easterly line of lands of S.G. Taylor Chain Company, 30.32 feet to a point of curve; thence Southerly along the Easterly line of lands of S.G. Taylor Chain Company, said line being more specifically described as extending on a curve convex to the Northeast and having a radius of 309.62 feet, a distance of 211.39 feet to the point of tangency of said curve; thence continuing along the Easterly line of lands of S.G. Taylor Chain Company, South 19 degrees 0 minutes East on said tangent, 84 feet to a point of curve, said curve being convex to the Northeast and having a radius of 393.86 feet; thence still along the Easterly line of lands of S.G. Taylor Chain Company, Southerly on said curve a distance of 75.54 feet; thence South 89 degrees 43 minutes East 599.97 feet to the place of beginning, in the City of Hammond, Lake County, Indiana, excepting therefrom that part falling within the exception shown as Tract 3 below.

Tract 3: Part of the South half of the Southwest Quarter of Section 24, Township 37 North, Range 10 West of the 2nd Principal Meridian, described as Beginning at a point on the West line of said tract which is 483.35 feet South of the Northwest corner thereof (said point being the Southwest corner of a certain tract conveyed to W.J. Holliday and Company by Warranty Deed dated August 17th, 1931, and recorded September 16th, 1931, in Deed Record 483, page 480) and running thence North 89 degrees 48 minutes East along the Southerly line of the tract conveyed to said W.J. Holliday and Company a distance of 939.65 feet to a point at the Southeast corner of said W.J. Holliday and Company tract, thence South 0 degrees 16 minutes East a distance of 70 feet, thence South 89 degrees 48 minutes West a distance of 939.65 feet, more or less, to the West line of the South half of the Southwest Quarter of said Section 24, thence North along the West line of said tract 70 feet to the place of beginning, in the City of Hammond, Lake County, Indiana, except that part of the above described Tract 2 and Tract 3 deeded to the S.G. Taylor Chain Company, Inc. described as follows:

Exception to Tract 2 and Tract 3:

An area of land located in the South half of the Southwest fractional Quarter of Section 24; Township 37 North, Range 10 West of the 2nd Principal Meridian in the City of Hammond, Lake County, Indiana, described as follows:

Beginning at a point on the West line of said Section 24 and 524.32 feet South of the Northwest corner of the South half of the Southwest fractional Quarter of said Section 24; thence North 89 degrees 48 minutes East a distance of 136.58 feet to a point; thence South 55 degrees 12 minutes East for a distance of 110.61 feet to a point; thence South 37 degrees 22 minutes 26 seconds East for a distance of 216.27 feet to a point; thence South 0 degrees 17 minutes West for a distance of 125.0 feet to a point on the Northerly line of lands of S.G. Taylor Chain Company, Inc.; thence North 89 degrees 43 minutes West along said line for a distance of 20.0 feet to a point; thence Northerly along the existing Easterly line of lands of the S.G. Taylor Chain Company, Inc., said line being more specifically described as extending on a curve convex to the Northeast and having a radius of 393.86 feet, a distance of 75.54 feet to the point of tangency of said curve; thence continuing along the existing Easterly line of lands of S.G. Taylor Chain Company, Inc., North 19 degrees 00 minutes West on said tangent, 84 feet to a point of curve, said curve being convex to the Northeast and having a radius of 309.62 feet; thence still along the existing Easterly line of lands of S.G. Taylor Chain Company, Inc., Northerly on said curve a distance of 211.39 feet to a point of tangency of said curve; thence still along the existing Easterly line of lands of S.G. Taylor Chain Company, Inc., North 58 degrees 7 minutes 4 seconds West for a distance of 30.32 feet to a point; thence South 89 degrees 48 minutes West for a distance of 138.14 feet to a point on the West line of Section 24; thence North along the West line of Section 24 for a distance of 29.03 feet to the point of beginning.

Tract 4: Lots 1 to 25, both inclusive, and all of that part of vacated Victoria Avenue, lying West of adjoining Lots 6 to 25, both inclusive, and all that part of vacated 139th Street lying between the West line of Victoria Avenue, extended South, and the East line of Lot 1, extended North, as marked and laid down on the recorded plat of C.J. Pochman's Douglas Park Addition to Hammond, in the City of Hammond, Lake County, Indiana, as the same appears of record in Plat Book 4, page 35, in the Recorder's Office of Lake County, Indiana.

Tract 5: The West 35 feet Lot 20, and that certain alley appearing upon the recorded plats of C.J. Pochman's Douglas Park Addition and Pochman's City Park Addition, and extending in a Northerly and Southerly direction between the South line of 139th Street (formerly Polk Boulevard) and the South line of said Subdivisions (being the South line of the North half of the Southwest Quarter of Section 24, Township 37 North, Range 10 West of the 2nd Principal Meridian) being a rectangular parcel of land approximately 16 feet in width and 128 feet in length, and constituting all of that land lying East of Lot 1 and the East line of said Lot 1 extended South, and South of 139th Street (formerly Polk boulevard) in C.J. Pochman's Douglas Park Addition, and all of that land lying West of Lot 20 and West line of said Lot 20, extended South and South of 139th Street (formerly Polk Boulevard) in Pochman's City Park Addition, and a portion of that certain alley appearing upon the recorded plat of Pochman's City Park Addition lying immediately South of lot 20 and commencing at a point at the Southwest corner of Lot 20; thence East along the South lot line of Lot 20, 7 feet; thence South a distance of 8 feet to the North line of the South half of the Southwest quarter, Section 24, Township 37 North, Range 10 West of the 2nd Principal Meridian; thence West along said line a distance of 7 feet to a point immediately 8 feet South of the Southwest corner of Lot 20, Pochman's City Park Addition; thence North 8 feet to the place of beginning, all lying in and being part of the recorded plat of Pochman's City Park Addition to the City of Hammond, Lake County, Indiana, as the same appears of record in Plat Book 4, page 2, in the Recorder's Office of Lake County, Indiana.

Tract 6: Beginning at a point on the South line of the South half of the Southwest Quarter of Section 24, Township 37 North, Range 10 West of the 2nd Principal Meridian, in the City of Hammond, County of Lake, and State of Indiana, which point is 905 feet West of the Southeast corner of said Quarter Section, thence North 0 degrees, 16 minutes West, a distance of 434.78 feet to a point, thence North 89 degrees, 43 minutes West, a distance of 40 feet to a point, thence South on a line parallel to and 40 feet West of the line herein first above described a distance of 434.78 feet, more or less, to a point on the South line of said Section, which is 40 feet West of the place of beginning, thence East along said South line of said Section, a distance of 40 feet to the place of beginning, excepting therefrom that part of 141st street in the City of Hammond, Lake County, Indiana, dedicated to the City of Hammond, Lake County, Indiana, for street purposes by S.G. Taylor Chain Company, an Illinois Corporation, by deed dated April 26, 1948, and recorded April 28, 1948, in Book 809, pages 90, 91, and 92 of the records of the Recorder of Lake County, Indiana.