STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MONTHELAL TROWN RECORDER

CROSS REFERENCE INSTRUMENT NOS.: 2004 040454 2005 012510

THIS AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES, AMENDS, MODIFIES AND RESTATES IN ITS ENTIRETY THAT CERTAIN ASSIGNMENT OF RENTS AND LEASES DATED MAY 7, 2004 AND RECORDED ON MAY 17, 2004 AS INSTRUMENT NO. 2004 040454 AND RE-RECORDED FEBRUARY 22, 2005 AS INSTRUMENT NO. 2005 012510

AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES

the Lake County Recorder! RECITALS:

A. Pursuant to the terms and conditions of an Amended and Restated Loan Agreement of even date (as amended, restated or replaced from time to time "Loan Agreement") between Assignee and Borrower, Assignee has agreed to make certain credit accommodations (collectively referred to hereinafter as the "Loans") available to Mortgagor including an acquisition loan in the maximum principal amount of Twelve Million Two Hundred Fifty Four Thousand and 00/100 Dollars (\$12,254,000.00) evidenced by a certain Renewal Promissory Note of even date and due on August 5, 2008 (the "Acquisition Note #1"), a term loan in the maximum principal amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) evidenced by a certain Term Note dated February 17, 2005 and due on February 5, 2007 (the "Term Note #1"), a term loan in the maximum principal amount of One Million Nine Hundred Sixty Thousand and 00/100 Dollars (\$1,960,000.00) evidenced by a certain Term Note dated October 7, 2005 and due on October 7, 2007 (the "Term Note #2"), an acquisition loan in the maximum principal amount of Three Million Eight Hundred Thousand and 00/100 Dollars

HOLD FOR MERIDIAN TITLE CORP.

3152 0.0.M. (\$3,800,000.00) evidenced by a certain Mortgage Note dated May 8, 2006 and due on April 30, 2008 (the "Acquisition Note #2"), a development loan in the maximum principal amount of Two Million Nine Hundred Forty Five Thousand and 00/100 Dollars (\$2,945,000.00) evidenced by a certain Mortgage Note of even date and due on August 5, 2008 (the "Development Note"), letters of credit in the maximum principal amount of Two Hundred Seventy One Thousand Four Hundred and 00/100 Dollars (\$271,400.00) and letters of credit in the maximum principal amount of One Million and 00/100 Dollars (\$1,000,000.00). The letters of credit shall be evidenced by such documents as Assignee may require (the "Reimbursement Documents"). The Acquisition Note #1, Term Note #1, Term Note #2, Acquisition Note #2, Development Note and Reimbursement Documents as amended, restated or replaced from time to time shall be referred to hereinafter collectively as the, "Notes").

- B. Borrower is the owner of one hundred percent (100%) of the issued and outstanding equity interests in Doubletree Golf and DBL Residential.
- C. A condition precedent to Assignee's making of the Loans to Borrower is the execution and delivery by Assignor of this Assignment.

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

1. <u>Definitions</u>. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith from Assignor for the benefit of Assignee (as amended, modified, replaced or restated from time to time, "Mortgage") given as security for the Loans.

the Lake County Recorder!

- 2. Grant of Security Interest. Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit "A" attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:
 - (a) Payment by Assignor when due of (i) the indebtedness evidenced by the Notes and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Assignor under or with respect to the Loan Documents (as

- defined in the Notes); and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and
- (b) Observance and performance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Notes, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.
- 3. <u>Representations and Warranties of Assignor</u>. Assignor represents and warrants to Assignee that:
 - (a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;
 - (b) Assignor is the lessor under all Leases;
 - (c) there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has either Assignor entered into any agreement to subordinate any of the Leases or such Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;
 - (d) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and
 - (e) there are no defaults by the landlord and, to Assignee's knowledge, there are no material defaults by tenants under any Leases.
- 4. Covenants of Assignor covenants and agrees that so long as this Assignment shall be in effect:
 - (a) Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such lease;
 - (b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

- (c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;
- (d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;
- (e) Assignor shall not modify the terms and provisions of any Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Assignee's prior written consent; provided, however, that Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;
- (f) Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Assignor and Assignee;
- (g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;
- (h) Assignor shall not waive or excuse the obligation to pay rent under any Lease;
- (i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;
- (j) Assignor shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;
- (k) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under any such Lease;

- (1) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;
- (m) Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease;
- (n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below; and
- (o) Not later than thirty (30) days after the end of each calendar quarter, Assignor shall deliver to Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to Assignee.
- Paragraph 6) shall occur, Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.
- 6. Events of Default. An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage or (b) any other Event of Default described in the Notes, Mortgage or the other Loan Documents.
- 7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of

the Notes from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

- (a) Declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable;
- (b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;
- (c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and
- (d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.
- 8. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with Indiana law and, unless otherwise specified in Indiana law, in such order as Assignee shall elect in its sole and absolute discretion.
- 9. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss

or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs as a result of Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage. Document is

- 10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.
- 11. Further Assurances. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.
- 12. <u>Security Deposits</u>. Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.
- 13. <u>Severability</u>. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable

adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

- 14. <u>Successors and Assigns</u>. This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.
- 15. <u>Written Modifications</u>. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.
- 16. <u>Duration</u>. This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Notes, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.
- 17. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana.
- 18. <u>Notices</u>. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.
- 19. Waiver of Trial by Jury Passignor and Assignee (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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

DOUBLE TREE LAKE ESTATES, LLC, an Indiana limited liability company

By: MDRM, LLC, an Indiana limited liability company, its Member

> By: Sanim Management, LLC, an Indiana limited liability company, its Manager

By. Randall K. Minas, Manager

DOUBLETREE GOLF, LLC, an Indiana limited liability company

By: DOUBLE TREE LAKE ESTATES, LLC, an Indiana limited liability company, its sole member and sole manager

This Document is the property of the Lake County Indiana limited liability company, its Member

By: Sanim Management, LLC, an Indiana limited liability company, its Manager

Randall K. Minas, Manager

DBL RESIDENTIAL, L.P., an Indiana limited partnership

By: DOUBLE TREE LAKE ESTATES, LLC, an Indiana limited liability company, its sole general partner and sole limited partner

> By: MDRM, LLC, an Indiana limited liability company, its Member

> > By: Sanim Management, LLC, an Indiana limited liability company, its Manager

By: Randall K. Minas, Manager

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STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Randall K. Minas, the Manager of Sanim Management, LLC, an Indiana limited liability company, the Manager of MDRM, LLC, an Indiana limited liability company, a Member of Double Tree Lake Estates, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing Amended and Restated Assignment of Rents and Leases as the free and voluntary act of such limited liability company, and further acknowledged that he was authorized to execute same.

Witness my hand and Notarial Seal this 3rd day of August, 2006.

Notary Public

Printed Name

My Commission

My Commission

This Document is the property of the Lake County Recorder!

STATE OF INDIANA)SS: **COUNTY OF LAKE**

Before me, a Notary Public in and for said County and State, personally appeared Randall K. Minas, the Manager of Sanim Management, LLC, an Indiana limited liability company, the Manager of MDRM, LLC, an Indiana limited liability company, a Member of Double Tree Lake Estates, LLC, an Indiana limited liability company, the sole member and sole manager of Doubletree Golf, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing Amended and Restated Assignment of Rents and Leases as the free and voluntary act of such limited liability company, and further acknowledged that he was authorized to execute same.

Witness my hand and Notarial Seal this 31 day of August, 2006.

Celisto Burno Notary Public

<u>Celesie 1342ns</u> Printed Name

My Commission Expires:

RLAKE

My Commission EXPIRES This Document is the property of 03-06-09 the Lake County Recorder!

STATE OF INDIANA)SS: **COUNTY OF LAKE**

Before me, a Notary Public in and for said County and State, personally appeared Randall K. Minas, the Manager of Sanim Management, LLC, an Indiana limited liability company, the Manager of MDRM, LLC, an Indiana limited liability company, a Member of Double Tree Lake Estates, LLC, an Indiana limited liability company, the sole general partner and sole limited partner of DBL Residential, L.P., an Indiana limited partnership, and acknowledged the execution of the foregoing Amended and Restated Assignment of Rents and Leases as the free and voluntary act of such limited partnership, and further acknowledged that he was authorized to execute same.

Witness my hand and Notarial Seal this Stal day of August, 2006.

Pelisto Burns Notary Public

<u>Oeleste</u> BURNS Printed Name

My Commission Expires:

My Commission

EXPIRES 03-06-09 This Document is the property of the Lake County Recorder!

This instrument prepared by, and after recording return to: Rex E. Bennett, Locke Reynolds LLP, 201 North Illinois Street, P.O. Box 44961, Indianapolis, Indiana 46244-0961.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Rex E. Bennett).

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES



697618_2

EXHIBIT A

Lots 2, 3, Lots 10, 13, Lots 41, Lots 151, 152, 153, 155, and Lot 177 in Doubletree Lake Estates Phase I as shown in Plat Book 84 page 43, Lake County, Indiana.

Lot 160 Doubletree Lake Estates Phase II, as shown in Plat Book 84 page 35, Lake County, Indiana.

Lots 53 to 56, both inclusive and Lot 59, Doubletree Lake Estates Phase III, as shown in Plat Book 84 page 36, Lake County, Indiana.

Lots 320, 356, 358, 433, 434, 437, 438, 441, 442, 444, 445,446, 447, 448, both inclusive, Lots 452 to 455, both inclusive, Doubletree Lake Estates Phase IV, as shown in Plat Book 86 page 71 and as amended by Plat of Correction recorded in Plat Book 89 page 8 and in Plat Book 89 page 12, Lake County, Indiana.

Lots 186 to 188, both inclusive, Doubletree Lake Estates Phase VI, as shown in Plat Book 89 page 33, Lake County, Indiana.

PARCEL VI:

Intentionally Deleted (all lots sold)

Lake Estates Phase VIII as shown in Plat Lots 119, 121, 122, 123, 124, 130, and 134 Doubletree Book 93 page 47 and as amended by Certificate of Correction recorded July 31, 2003 as Document No. 2003079587, Lake County, Indiana.

Lots 71 to 80, both inclusive, Lots 313 to 319, both inclusive, the West part of Lot 553 and the West half of Lot 553, Doubletree Lake Estates Phase IX as shown in Plat Book 94 page 58, Lake County, Indiana.

PARCEL IX:

Intentionally Deleted (all lots sold)

Lots 486 to 489, both inclusive, Lots 492C, and 492D Doubletree Lake Estates Phase 2 Resubdivision as shown in Plat Book 96 page 88, Lake County, Indiana.

Lot 132, Lot 178, and Lot 181 Doubletree Lake Estates West Replat of Phase Four as shown in Plat Book 96 page 89, Lake County, Indiana.

That part of Section 4, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Commencing at a steel pipe at the Southeast corner of Lot 117 in Doubletree Lake Estates Phase VIII, an addition to Lake County, Indiana, according to the plat thereof recorded April 16, 2000, in Plat Book 93, Page 47, as Document Number 2003-038807, in the Office of the Recorder of Lake County, Indiana; thence North 0 Degrees 8 Minutes 18 Seconds West, along the East line of said Lot 117, 15.00 feet to a steel pipe for a point of beginning; thence South 79 degrees 31 minutes 7 seconds East 81.39 feet to a steel pipe; thence North 89 degrees 51 minutes 42 seconds East 160.00

feet to a steel pipe; thence South 87 degrees 45 minutes 4 seconds East 76.04 feet to a steel pipe; thence South 74 degrees 23 minutes 16 seconds East 123.07 feet to a steel pipe; thence South 27 degrees 41 minutes 14 seconds West 72.07 feet to a steel pipe; thence due South 39.16 feet to a steel pipe at a point of curvature; thence Southeasterly, along a curve convex to the Southwest and having a radius of 220.00 feet and a 308.71 foot chord bearing South 44 degrees 33 minutes 23 seconds East, an arc distance of 342.17 feet to a steel pipe; thence North 64 degrees 25 minutes 3 seconds East 128.94 feet to a steel pipe; thence North 1 degree 24 minutes 2 seconds East 51.77 feet to a steel pipe; thence South 79 degrees 32 minutes 28 seconds East 26.83 feet to a steel pipe; thence South 19 degrees 36 seconds East 22.92 feet to a steel pipe; thence South 65 degrees 8 minutes 49 seconds East 63.61 feet to a steel pipe; thence Southeasterly, along a curve convex to the Southwest and having a radius of 710.00 feet and a 276.10 foot chord bearing South 78 degrees 55 minutes 35 seconds East, an arc distance of 277.87 feet to a steel pipe at a point of tangency; thence North 89 degrees 51 minutes 42 seconds East 1035.92 feet to a steel pipe at a point of curvature, thence Southeasterly, along a curve convex to the Northeast and having a radius of 150.00 feet and a 212.39 foot chord bearing South 45 degrees 4 minutes 9 seconds East, an arc distance of 235.98 feet to a steel pipe at a point of tangency; thence due South 239.74 feet to a steel pipe; thence South 6 degrees 37 minutes 8 seconds West 74.04 feet to a steel pipe; thence South 18 degrees 35 minutes 25 seconds West 50.22 feet to a steel pipe; thence South 31 degrees 31 minutes 57 seconds West 94.06 feet to a steel pipe at a point on the North line of Lot 79 in Doubletree Lake Estates Phase IX, an addition to Lake County, Indiana, according to the plat thereof recorded October 22, 2003, in Plat Book 94, Page 58, as Document Number 2003-113744, in the Office of the Recorder of Lake County, Indiana, 48.43 feet (as measured along the North line of said Lot 79) Northwest of the Northeast corner of said Lot 79; thence South 54 degrees 23 minutes 37 seconds East, along the North line of said Lot 79 and the North line of Lot 80 in said Phase IX, 156.40 feet to the Northeast corner of said Lot 80; thence South 29 degrees 44 minutes 14 seconds East 66.02 feet to the Northwest corner of Lot 601 in said Phase IX; thence South 51 degrees 2 minutes 20 seconds East, along the North line of said Lot 601, 180.58 feet to the Northeast corner of said Lot, being also on the West line of Lot 603 in said Phase IX; thence North 27 degrees 47 minutes 43 seconds East, along said West line, 46.33 feet to the Northwest corner of said Lot 603; thence South 62 degrees 12 minutes 17 seconds East, along the North line of said Lot 603 and along a North line of said Phase IX, 228.72 feet to a Northeast corner of said Phase, being on the East line of said Section 4; thence North 0 degrees 6 minutes 29 seconds West, along said East line, 1620.10 feet to a mag nail on the North line of the South half of the Northeast Quarter of said Section 4; thence South 89 degrees 51 minutes 42 seconds West, along said North line, 2843.32 feet to a steel pipe at the Northeast corner of Lot 211 in aforesaid Phase VIII; thence South 0 degrees 8 minutes 18 seconds East, along the East line of said Lot 211, 130.00 feet to a steel pipe at the Southeast corner of said Lot; thence North 89 degrees 51 minutes 42 seconds East, along the North line of Doubletree Drive North, as platted in said Phase VIII, 111.00 feet to a steel pipe on the Northerly extension of the East line of aforesaid Lot 117 in Phase VIII; thence South 0 degrees 8 minutes 18 seconds East, along said extension and East line, 195.00 feet to the Point of Beginning, all in Lake County, Indiana EXCEPTING THEREFROM, that portion of Parcel XI platted as Doubletree Lake Estates Phase XII, Phase XIII and Phase XIV, recorded July 25, 2006 as Document No. 2006-064223, Plat Book 99 page 97, in Lake County, Indiana.

That part of Section 4, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Beginning at a steel pipe at the Northwest corner of Lot 319 in the Doubletree Lake Estates Phase IX, an addition to Lake County, Indiana, according to the plat thereof recorded October 22, 2003, in Plat Book 94, page 58, as Document Number 2003-113744, in the Office of the Recorder of Lake County, Indiana; thence South 20 degrees 14 minutes 1 second West, along the Northwest line of said Lot 319, 75.81 feet to a steel pipe at the Southwest corner of said lot; thence South 59 degrees 16 minutes 30 seconds East, along the Southwest line of said Lot 319, 175.89 feet to a steel pipe at the Southeast corner of said lot; thence South 15 degrees 21 minutes 3 seconds East, along the Southwest line of Lot 318 in said Phase IX, 92.89 feet to a steel pipe at the Southeast corner of said lot; thence South 76 degrees 25 minutes 25 seconds East, along the South lines of Lots 317 and 316 in said Phase IX, 170.06 feet to a steel pipe at a bend point in the South line of said Lot 316; thence South 54 degrees 23 minutes 37 seconds East, along the Southwest lines of Lots 316, 315

and 314 in said Phase IX, 162.36 feet to a steel pipe at the Southeast corner of said Lot 314; thence South 38 degrees 12 minutes 2 seconds East, along the Southwest line of Lot 313 in said Phase IX, 82.70 feet to a steel pipe at the Southeast corner of said Lot 313; thence South 39 degrees 31 minutes 39 seconds East 60.01 feet to a steel pipe at the Northwest corner of Lot 286 in said Phase IX; thence South 39 degrees 40 minutes 15 seconds East, along the Southwest line of said Lot 286, 135.27 feet to a steel pipe at the Southwest corner of said Lot 286; thence Southwesterly, along a curve convex to the Southeast and having a radius of 795.00 feet and a 183.94 foot chord bearing South 56 degrees 58 minutes 19 seconds West, an arc distance of 184.35 feet to a steel pipe; thence South 26 degrees 23 minutes 5 seconds East 60.07 feet to a steel pipe; thence South 0 degrees 6 minutes 20 seconds East 24.40 feet to a steel pipe on the South line of the North half of the Southeast Quarter of said Section 4; thence North 89 degrees 56 minutes 24 seconds West, along said South line, 1818.77 feet to a steel pipe at the Southeast corner of Lot 357 in Doubletree Lake Estates Phase IV, and addition to Lake County, Indiana, according to the plat thereof recorded May 19, 1999, in Plat Book 86, page 71, as Document Number 99042576, in the Office of the Recorder of Lake County, Indiana; thence North 53 degrees 47 minutes 58 seconds West, along the Northeast line of said Lot 357, 113.19 feet to a steel pipe at the South corner of Lot 356 in said Phase IV; thence North 33 degrees 49 minutes 2 seconds East, along the Southeast line of said Lot 356, 134.81 feet to a steel pipe at the East corner of said lot; thence Northwesterly, along the Northeast line of said Lot 356, being a curve convex to the Southwest and having a radius of 260.00 feet and a 75.82 foot chord bearing North 47 degrees 47 minutes 56 seconds West, an arc distance of 76.09 feet to a steel pipe at the North corner of said Lot 356; thence Northeasterly, along the East line of Erie Drive East, as platted in said Phase IV, being a curve convex to the Southeast and having a radius of 760.00 feet and a 60.11 foot chord bearing North 53 degrees 39 minutes 37 seconds East, an arc distance of 60.13 feet to a steel pipe at the West corner of Lot 320 in said Phase IV; thence Southeasterly, along the Southwest line of said Lot 320, being a curve convex to the Southwest and having a radius of 200.00 feet and a 92.21 foot chord bearing South 53 degrees 40 minutes 3 seconds East, an arc distance of 93.05 feet to a steel pipe at the South corner of said Lot 320; thence North 43 degrees 15 minutes 46 seconds East, along the Southeast line of Lot 320, 130.85 feet to a steel pipe at the East corner of said lot; thence North 35 degrees 55 minutes 36 seconds West, along the Northeast line of said Lot 320, 87.15 feet to a steel pipe at the North corner of said lot; thence Northeasterly, along the East line of aforesaid Erie Drive East, being a curve convex to the Southeast and having a radius of 760.00 feet and a 239.83 foot chord bearing North 30 degrees 20 minutes 58 seconds East, an arc distance of 240.83 feet to a steel pipe at a point of tangency; thence North 21 degrees 16 minutes 16 seconds East, along said East line of Erie Drive East, 190.70 feet to a steel pipe on the South line of Doubletree Drive South as platted in Doubletree Lake Estates Phase III, an addition to Lake County, Indiana, according to the plat thereof recorded March 27, 1998, in Plat Book 84, Page 36, as Document Number 98020881, in the Office of the Recorder of Lake County, Indiana; thence Southeasterly along said South line, being a curve convex to the North and having a radius of 200.00 feet and a 51.53 foot chord bearing South 69 degrees 28 minutes East, an arc distance of 51.53 feet to a steel pipe at a point of tangency; thence South 68 degrees 43 minutes 44 seconds East, along said South line, as platted in said Phase III and as platted in Doubletree Lake Estates Phase VII, an addition to Lake County, Indiana, according to the plat thereof recorded September 20, 2001 in Plat book 90, page 86, as Document Number 2001-076256, in the Office of the Recorder of Lake County, Indiana, 196.34 feet to a steel pipe at a point of curvature; thence Easterly, along said South line, being a curve convex to the South and having a radius of 560.00 feet and a 395.95 foot chord bearing South 89 degrees 25 minutes 56 seconds East, an arc distance of 404.70 feet to a steel pipe at a point of tangency; thence North 69 degrees 51 minutes 51 seconds East, along said South line, 230.07 feet to a steel pipe at a point of curvature; thence Northeasterly, along said South line, being a curve convex to the Northwest and having a radius of 500.00 feet and a 203.55 foot chord bearing North 81 degrees 36 minutes 31 seconds East, an arc distance of 204.99 feet to the Point of Beginning, all in Lake County, Indiana.

That part of Section 4, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Commencing at a steel pipe at the Northwest corner of Lot 286 in Doubletree Lake Estates Phase IX, an addition to Lake County, Indiana, according to the plat thereof recorded October This Policy is valid only if Schedules A and B are attached.

Schedule A consists of 11 page(s)

22, 2003, in Plat Book 94, page 58, as Document Number 2003-113744, in the Office of the Recorder of Lake County, Indiana; thence South 39 degrees 40 minutes 15 seconds East, along the Southwest line of said Lot 286, 135.27 feet to a steel pipe at the Southwest corner of said Lot 286; thence Southwesterly, along a curve convex to the Southeast and having a radius of 795.00 feet and a 183.94 foot chord bearing South 56 degrees 58 minutes 19 seconds West, an arc distance of 184.35 feet to a steel pipe; thence South 26 degrees 23 minutes 5 seconds East 60.07 feet to a steel pipe; thence South 0 degrees 6 minutes 20 seconds East 254.37 feet to a steel pipe for a point of beginning; thence North 89 degrees 53 minutes 40 seconds East 329.15 feet to a steel pipe; thence Northeasterly, along a curve convex to the Northwest and having a radius of 1470.00 feet and a 63.69 foot chord bearing North 11 degrees 15 minutes 12 seconds East, an arc distance of 63.70 feet to a steel pipe at a point of tangency; thence North 12 degrees 29 minutes 41 seconds East 159.21 feet to a steel pipe at a point of curvature; thence Northeasterly, along a curve convex to the Southeast and having a radius of 530.00 feet and a 26.00 foot chord bearing North 11 degrees 5 minutes 19 seconds East, an arc distance of 26.00 feet to a steel pipe; thence South 72 degrees 51 minutes 38 seconds East 261.75 feet to a point on the East line of said Section 4, said point being 1933.17 feet North of the Southeast corner of said Section 4; thence South 0 degrees 6 minutes 29 seconds East, along said East line, 1933.17 feet to said Southeast corner of Section 4; thence North 89 degrees 44 minutes 5 seconds West along the South line of the Southeast Quarter of said Section 4, 631.56 feet; thence North 0 degrees 6 minutes 20 seconds West 1763.35 feet to the point of beginning; all in Lake County, Indiana.

PARCEL XIV:

That part of Section 4, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Beginning at a mag nail at the Southwest corner of the East 10.00 feet of the Southwest Quarter of said Section 4; thence North 89 degrees 44 minutes 5 seconds West, along the South line of said Southwest Quarter, 1038.18 feet to a mag nail at a point that is 1611.00 feet (as measured along said South line) East of the Southwest corner of said Southwest Quarter, thence North 0 degrees 3 minutes 56 seconds West 1494.90 feet to a steel pipe at the bend point in the West line of Lot 400 in Doubletree Lake Estates Phase IV, an addition to Lake County, Indiana, according to the plat thereof recorded May 19, 1999, in Plat Book 86, page 71, as Document Number 99042578, in the Office of the Recorder of Lake County, Indiana, said bend point lying 10.01 feet (as measured along said West line) South of the Northwest corner of said Lot 400; thence Southeasterly, along the South lines of Lots 400 through 393, both inclusive, in said Phase IV, being a curve convex to the Southwest and having a radius of 535.00 feet and a 703.28 foot chord bearing South 48 degrees 59 minutes 49 seconds East, an arc distance of 767.40 feet to a steel pipe at a point of tangency; thence North 89 degrees 54 minutes 39 seconds East, along the South lines of Lots 393 and 392 in said Phase IV, 27.52 feet to a steel pipe at a point of curvature; thence Northeasterly, along the South line of said Lot 392, being a curve convex to the South and having a radius of 495,00 feet and a 57,85 foot chord bearing North 86 degrees 33 minutes 40 seconds East, an arc distance of 57.88 feet to a steel pipe at the Northwest corner of Lot 390 in said Phase IV; thence South 17 degrees 19 minutes 23 seconds East, along the West line of said Lot 390, 97.42 feet to a steel pipe at the Northwest corner of Lot 389 in said Phase IV; thence South 43 degrees 43 minutes 03 seconds East, along the Southwest line of said Lot 389, 179.02 feet to a steel pipe at the South corner of said Lot 389; thence North 18 degrees 1 minutes 27 seconds East, along the Southeast line of said Lot 389, 145.75 feet to a steel pipe at the Northeast corner of said Lot 389; thence Northeasterly, along the South line of Bridgewater Court, as platted in said Phase IV as Spring Court, being a curve convex to the South and having a radius of 70.00 feet and a 36.96 foot chord bearing South 87 degrees 16 minutes 57 seconds East, an arc distance of 37.40 feet to a steel pipe at the Northwest corner of Lot 370 in said Phase IV; thence South 12 degrees 35 minutes 21 seconds East, along the West line of said Lot 370, 142.23 feet to a steel pipe at the Southwest corner of said Lot 370; thence North 58 degrees 24 minutes 23 seconds East, along the Southeast line of said Lot 370, 183.97 feet to a steel pipe at a point on the West line of aforesaid East 10.00 feet of the Southwest Quarter of Section 4; thence South 0 degrees 5 minutes 21 seconds East, along said West line, 913.83 feet to the Point of Beginning; all in Lake County, Indiana, EXPECTING THEREFROM that portion of Parcel XIV platted as Doubletree Lake Estates Phase X, recorded July 25, 2006 as Document No. 2006-064222, Plat Book 99 page 96, in Lake County, Indiana.

That part of Section 4, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Commencing at a steel pipe at the Northwest corner of Lot 286 in Doubletree Lake Estates Phase IX, an addition to Lake County, Indiana, according to the plat thereof recorded October 22, 2003, in Plat Book 94, page 58, as Document Number 2003-113744, in the Office of the Recorder of Lake County, Indiana; thence South 39 degrees 40 minutes 15 seconds East, along the Southwest line of said Lot 286, 135.27 feet to a steel pipe at the Southwest corner of said Lot 286, being also on the Northwest line of Lot 553 in said Phase IX; thence Southwesterly, along said Northwest line, being a curve convex to the Southeast and having a radius of 795.00 feet and a 26.56 foot chord bearing South 51 degrees 17 minutes 11 Seconds West, an arc distance of 26.56 feet to steel pipe at the Southwest corner of said Lot 553 for a point of beginning; thence continuing Southwesterly, along a curve convex to the Southeast and having a radius of 795.00 feet and a 157.53 foot chord bearing South 57 degrees 55 minutes 46 Seconds West, an arc distance of 157.78 feet to a steel pipe; thence South 26 degrees 23 minutes 5 seconds East 60.07 feet to a steel pipe; thence South 0 degrees 6 minutes 20 seconds East 254.37 feet to a steel pipe; thence North 89 degrees 53 minutes 40 seconds East 329.15 feet to a steel pipe; thence Northeasterly, along a curve convex to the Northwest and having a radius of 1470.00 feet and a 63.69 foot chord bearing North 11 degrees 15 minutes 12 seconds East, an arc distance of 63.70 feet to a steel pipe at a point of tangency; thence North 12 degrees 29 minutes 41 seconds East 159.21 feet to a steel pipe at a point of curvature; thence Northeasterly, along a curve convex to the Southeast and having a radius of 530.00 feet and a 26.00 foot chord bearing North 11 degrees 5 minutes 19 seconds East, an arc distance of 26.00 feet to a steel pipe; thence South 72 degrees 51 minutes 38 seconds East 261.75 feet to a point on the East line of said Section 4, said point being 1933.17 feet North of the Southeast corner of said Section 4; thence North 0 degrees 6 minutes 29 seconds West, along said East line, 40.76 feet to the Southeast corner of aforesaid Doubletree Lake Estates Phase IX; thence North 67 degrees 45 minutes 17 seconds West, along a South line of said Phase IX, 300.76 feet to the Southwest corner of Lot 554 in said Phase IX; thence South 87 degrees 18 minutes 35 seconds West 66.17 feet to the Southeast corner of Lot 553 in said Phase IX; thence North 67 degrees 50 minutes 36 seconds West, along the South line of said Lot 553 194.66 feet to the Point of Beginning; all in Lake County, Indiana.

the Lake County Recorder!

That part of the Northeast Quarter of Section 5, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Beginning at the Northeast corner of said Northeast Quarter; thence South 0 degrees 4 minutes 12 seconds East, along the East line of said Northeast Quarter, 73.54 feet; thence due West 1037.57 feet to a 5/8 inch rebar with yellow car stamped "West-Heim Firm #0037" (hereinafter referred to as "West-Heim Monument"); thence South 31 degrees 21 minutes 38 seconds West 11.38 feet to a West-Heim Monument; thence South 15 degrees 6 minutes 21 seconds East 160.28 feet to a West-Heim Monument; thence South 7 degrees 56 minutes 50 seconds West 157.68 feet to a West-Heim Monument; thence South 67 degrees 50 minutes 4 seconds West 197.33 feet to a West-Heim Monument; thence North 0 degrees 4 minutes 29 seconds West 136.14 feet to a West-Heim Monument; thence North 60 degrees 18 minutes 31 seconds West 378.25 feet to a West-Heim Monument; thence North 0 degrees 4 minutes 26 seconds West 143.12 feet to a West-Heim Monument on the North line of said Northeast Quarter; thence North 89 degrees 55 minutes 31 seconds East, along said North line, 1535.13 feet to the Point of Beginning; all in Lake County, Indiana.

PARCEL XVII:

That part of the Northeast Quarter of Section 5, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 0 degrees 4 minutes 12 seconds East, along the East line of said Northeast Quarter, 73.54 feet; thence due West 1037.57 feet to a 5/8 inch rebar with yellow cap stamped "West-Heim Firm #0037" (hereinafter referred to as "West-Heim Monument"); thence S 31 degrees 21 minutes 38 seconds West 11.38 feet to a West-Heim Monument; thence South 15 degrees 6 minutes 21 seconds East 61.77 feet to a 5/8 inch steel pipe with red cap stamped "LEC 29500004" (hereinafter referred to as an "L.E.C. Pipe") at a point of beginning; thence continuing South 15 degrees 6 minutes This Policy is valid only if Schedules A and B are attached.

Schedule A consists of 11 page(s)

21 seconds East, along last course extended, 98.51 feet to a West Heim Monument; thence South 7 degrees 56 minutes 50 seconds West 157.68 feet to a West-Heim Monument; thence South 67 degrees 50 minutes 4 seconds West 197.33 feet to a West-Heim Monument; thence North 0 degrees 4 minutes 29 seconds West 48.81 feet to an L.E.C. pipe; thence South 67 degrees 50 minutes 4 seconds West 212.32 feet to an L.E.C. pipe at a point of curvature thence Southwesterly, along a curve convex to the Northwest and having a radius of 60.00 feet and a 56.82 foot chord bearing South 39 degrees 34 minutes 16 seconds West, an arc distance of 59.19 feet to an L.E.C. pipe; thence South 85 degrees 50 minutes 3 seconds West 22.17 feet to an L.E.C. pipe; thence South 4 degrees 9 minutes 56 seconds East 200.00 feet to an L.E.C. pipe; thence North 85 degrees 50 minutes 4 seconds East 22.05 feet to an L.E.C. pipe; thence Southeasterly, along a curve convex to the Southwest and having a radius of 64.38 feet and a 45.50 foot chord bearing South 39 degrees 22 minutes 3 seconds East, an arc distance of 46.50 feet to an L.E.C. pipe; thence South 14 degrees 12 minutes 0 seconds West 22.39 feet to an L.E.C. pipe; thence South 75 degrees 48 minutes 0 seconds East 260.00 feet to an L.E.C. pipe; thence North 14 degrees 12 minutes 0 seconds East 20.21 feet to an L.E.C. pipe; thence Northeasterly, along a curve convex to the Southeast and having a radius of 60.00 feet and a 54.15 foot chord bearing North 72 degrees 31 minutes 19 seconds East, an arc distance of 56.18 feet to an L.E.C. pipe at a point of tangency; thence North 45 degrees 41 minutes 46 seconds East, along a line tangent to last described curve, 43.88 feet; thence South 59 degrees 19 minutes 38 seconds East 148.44 feet to an L.E.C. pipe; thence North 30 degrees 40 minutes 22 seconds East, 47.31 feet to an L.E.C. pipe; thence South 68 degrees 56 minutes 11 seconds East 311.36 feet to an L.E.C. pipe; thence North 21 degrees 3 minutes 49 seconds East 164.52 feet to L.E.C. pipe; thence South 68 degrees 56 minutes 11 seconds East 70.70 feet to an L.E.C. pipe; thence North 21 degrees 3 minutes 49 seconds East, 130.00 feet to an L.E.C. pipe; thence North 68 degrees 56 minutes 11 seconds West 297.15 feet to an L.E.C. pipe; thence North 20 degrees 6 minutes 41 seconds East 121.90 feet to an L.E.C. pipe at a point of curvature; thence Northeasterly, along a curve convex to the Southeast and having a radius of 140.00 feet and a 62.87 foot chord bearing North 7 degrees 8 minutes 12 seconds East, an arc distance of 63.41 feet to an L.E.C. pipe at a point of tangency; thence North 5 degrees 50 minutes 16 seconds West 152.07 feet to an L.E.C. pipe at a point of curvature; thence Northwesterly, along a curve convex to the Northwest and having a radius of 60.00 feet and a 70.22 foot chord bearing North 41 degrees 39 minutes 18 seconds West, an arc distance of 75.02 feet to an L.E.C. pipe at a point of tangency, thence North 77 degrees 28 minutes 21 seconds West 297.63 feet to the point of beginning, all in Lake County, Indiana.

PARCEL XVIII:

That part of the Northeast Quarter of Section 5. Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 0 degrees 4 minutes 12 seconds East, along the East line of said Northeast Quarter, 757.37 feet to a mag nail at a point of beginning; thence South 89 degrees 39 minutes 26 seconds West 212.69 feet to 5/8 inch steel pipe with red cap stamped "LEC 29500004" (hereinafter referred to as an "L.E.C. pipe") at a point of curvature; thence Southwesterly, along a curve convex to the Northwest and having a radius of 260.00 feet and a 267.15 foot chord bearing South 58 degrees 44 minutes 35 seconds West, an arc distance of 280.57 feet to an L.E.C. pipe; thence North 63 degrees 28 minutes 21 seconds West 125.07 feet to an L.E.C. pipe; thence South 26 degrees 31 minutes 39 seconds West 320.00 feet to an L.E.C. pipe; thence South 62 degrees 49 minutes 32 seconds West 80.00 feet to an L.E.C. pipe; thence South 76 degrees 10 minutes 57 seconds West 80.00 feet to an L.E.C. pipe; thence South 89 degrees 33 minutes 37 seconds West 900.00 feet to an L.E.C. pipe; thence North 0 degrees 3 minutes 13 seconds West 40.53 feet to an L.E.C. pipe; thence North 89 degrees 56 minutes 34 seconds East 44.72 feet to an L.E.C. pipe; thence North 0 degrees 3 minutes 13 seconds West 80.00 feet to an L.E.C. pipe; thence North 10 degrees 12 minutes 32 seconds West 132.02 feet to an L.E.C. pipe; thence North 66 degrees 27 minutes 36 seconds West 146.83 feet to an L.E.C. pipe; thence South 89 degrees 33 minutes 37 seconds West 782.12 feet to an L.E.C. pipe on the West line of said Northeast Quarter; thence South 0 degrees 3 minutes 13 seconds East, along said West line, 1719.01 feet to the Southwest corner of said Northeast quarter; thence North 89 degrees 33 minutes 39 seconds East, along the South line of said Northeast quarter, 617.01 feet to the Southwest corner of Doubletree Lake Estates West Phase Four, according to the plat thereof recorded October 22, 2003, in Book 94, page 57, as Document Number 2003-113743;

thence North 0 degrees 26 minutes 23 seconds West, along the West line of said Phase Four, 120.00 feet to a corner of said phase; thence South 89 degrees 33 minutes 37 seconds West, along the South line of 104th place in said Phase Four, 10.12 feet to a Southwest corner of said Phase Four; thence North 0 degrees 26 minutes 23 seconds West, along a West line of said Phase Four, 60.00 feet to a corner of said phase, thence North 5 degrees 33 minutes 58 seconds East, along the West line of said Phase Four, 198.28 feet to a bend point in said West line; thence North 0 degrees 3 minutes 9 seconds West, along said West line of said Phase Four, 711.30 feet to the Northwest corner of said phase; thence North 89 degrees 33 minutes 37 seconds East, along a North line of said Phase Four, 190.00 feet to a Northeast corner of said phase; thence South 0 degrees 3 minutes 9 seconds East, along the most Northerly East line of said Phase Four, 159.50 feet to the Northeast corner of Lot 128 in said Phase Four; thence North 89 degrees 33 minutes 37 seconds East, along the North line of said Lot 128, 141.80 feet to the Northeast corner of said lot; thence South 0 degrees 3 minutes 9 seconds East, along the East line of Lots 128 through 136 in said Phase Four, 749.00 feet to the Southeast corner of said Lot 136; thence North 89 degrees 33 minutes 37 seconds East, along the North line of 104th place, 343.62 feet to the Southwest corner of Lot 101 in Doubletree Lake Estates West Phase Two, according to the plat thereof recorded April 16, 2003, in Book 93, page 46, as Document Number 2003-038806; thence North 0 degrees 3 minutes 9 seconds West, along the West line of Lots 101 through 109 in said Phase Two, 749.00 feet to the Northwest corner of said Lot 109; thence North 0 degrees 14 minutes 44 seconds West 60.00 feet to the Southwest corner of Lot 146 in said Phase Two; thence North 0 degrees 3 minutes 9 seconds West, along the West line of said Lot 146, 120.00 feet to the Northwest corner of said lot; thence North 89 degrees 33 minutes 37 seconds East, along the North line of said Phase Two, 485.25 feet to a Northeast corner of said Phase Two, being also on the West line of Doubletree Lake Estates West Phase Three, according to the plat thereof recorded October 22, 2003, in Book 94, page 57, as Document Number 2003-113743; thence North 0 degrees 4 minutes 18 seconds West, along said West line, 22.70 feet to the Northwest corner of said Phase Three; thence North 89 degrees 55 minutes 47 seconds East, along the North line of said Phase Three, 181.16 feet to a corner of said Phase Three; thence North 17 degrees 2 minutes 23 seconds West 17.32 feet to a corner of said Phase Three; thence North 70 degrees 30 minutes 15 seconds East, along the North line of said Phase Three, 121.29 feet to a bend point; thence North 68 degrees 41 minutes 48 seconds East, along said North line, 60.13 feet to a bend point; thence North 65 degrees 24 minutes 12 seconds East, along said North line, 132.77 feet to the Northeast corner of said Phase Three; thence North 36 degrees 0 minutes 31 seconds West, along the Northwesterly extension of the most Northerly East line of said Phase three, 45.19 feet to an L.E.C. pipe; thence North 26 degrees 31 minutes 39 seconds East 333.80 feet to an L.E.C. pipe; thence North 37 degrees 7 minutes 31 seconds West 133.04 feet to an L.E.C. pipe; thence Northeasterly, along a curve convex to the Northwest and having a radius of 200.00 feet and a 126.20 foot chord bearing North 71 degrees 15 minutes 58 seconds East, an arc distance of 128.39 feet to an L.E.C. pipe at a point of tangency; thence North 89 degrees 39 minutes 26 seconds East 225.36 feet to a mag nail on the East line of said Northeast Quarter; thence North 0 degrees 4 minutes 12 seconds West, along said East line, 85.82 feet to the Point of Beginning; EXCEPTING THEREFROM that portions of Parcel XVIII platted as Doubletree Lake Estates West Phase Five, recorded February 25, 2005 as Document Number 2005-013887, Plat Book 96 page 87 AND Doubletree Lake Estates West Phase Six, recorded April 18, 2006 as Document Number 2006-030728, Plat Book 99 page 40, all in Lake County, Indiana.

PARCEL XIX:

That part of the Northeast Quarter of Section 5, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Beginning at the Northeast corner of Doubletree Lake Estates West Phase Three, according to the plat thereof recording October 22, 2003, in Book 94 Page 57, as Document Number 2003-113743; thence North 36 degrees 0 minutes 31 seconds West, along the Northwesterly extension of the most Northerly East line of said Phase Three, 45.19 feet to a 5/8 inch steel pipe with red cap stamped "LEC 29500004" (hereinafter referred to as an "L.E.C. Pipe"); thence North 26 degrees 31 minutes 39 seconds East 333.80 feet to an L.E.C. pipe; thence North 37 degrees 7 minutes 31 seconds West 133.04 feet to an L.E.C. pipe; thence Northeasterly, along a curve convex to the Northwest and having a radius of 200.00 feet and a 126.20 foot chord bearing North 71 degrees 15 minutes 58 seconds East, an arc distance of 128.39 feet to an L.E.C. pipe at a

point of tangency; thence North 89 degrees 39 minutes 26 seconds East 225.36 feet to a mag nail on the East line of said Northeast quarter; thence South 0 degrees 4 minutes 12 seconds East, along said East line, 1074.04 feet to the mag nail; thence South 89 degrees 55 minutes 48 seconds West 50.00 feet; thence North 63 degrees 39 minutes 57 seconds West 114.79 feet to an L.E.C. pipe; thence North 34 degrees 12 minutes 7 seconds West 66.18 feet to an L.E.C. pipe; thence due North 89.52 feet to an L.E.C. pipe; thence South 89 degrees 55 minutes 48 seconds West 170.16 feet to an L.E.C. pipe on the East line of aforesaid Phase Three; thence North 0 degrees 4 minutes 12 seconds West, along said East line, 357.18 feet to a corner of said Phase Three; thence North 36 degrees 0 minutes 31 seconds West, along the most Northerly East line of said Phase Three, 47.16 feet to the Point of Beginning, all in Lake County, Indiana.

PARCEL XX:

That part of the Northeast Quarter of Section 5, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Commencing at the Northeast corner of said Northeast Quarter, thence South 0 degrees 4 minutes 12 seconds East, along the East line of said Northeast Quarter, 1917.23 feet to a mag nail at point of beginning; thence South 89 degrees 55 minutes 48 seconds West 50.00 feet; thence North 63 degrees 39 minutes 57 seconds West 114.79 feet to a 5/8 inch steel pipe with red cap stamped "LEC 29500004" (hereinafter referred to as an "L.E.C. Pipe"); thence North 34 degrees 12 minutes 7 seconds West 66.18 feet to an L.E.C. pipe; thence due North 89.52 feet to an L.E.C. pipe; thence South 89 degrees 55 minutes 48 seconds West 170.16 feet to an L.E.C. pipe on the East line of Doubletree Lake Estates West Phase Three, according to the plat thereof recorded October 22, 2003, in Book 94, page 57, as Document Number 2003-113743; thence South 0 degrees 4 minutes 12 seconds East, along said East line and the Northerly East line of Doubletree Lake Estates West Phase One, according to the Plat thereof recorded October 25, 2001, in Book 90, page 99, as Document Number 2001-086182, 339.65 feet to a corner of said Phase One; thence Northeasterly, along a North line of said Phase One, being a curve convex to the Northwest and having a radius of 560.00 feet and a 168.75 foot chord bearing North 80 degrees 59 minutes 30 seconds East, an arc distance of 169.39 feet to a point of tangency; thence North 89 degrees 39 minutes 26 seconds East, along said North line, 193.30 feet to the East line of said Northeast Quarter; thence North 0 degrees 4 minutes 12 seconds West, along said East line, 117.16 feet to the point of beginning, all in Lake County, Indiana. Lake County Recorder!

PARCEL XXI:

Intentionally Deleted

PARCEL XXII:

Lots 5, 52, 53, 160, 161, 166, 167, 173, 202, 219, 220, 221, 226 to 231, both inclusive, Lots 240, 244, 245, 248, 249, 250, 253 to 269, both inclusive, in Doubletree Lake Estates West Phase Six, as shown in Plat Book 99 page 40, Lake County, Indiana.

PARCEL XXIII:

That part of Section 32, Township 35 North, Range 7 West of the Second Principal Meridian, and Section 5, Township 34 North, Range 7 West of the Second Principal Meridian described as follows: Beginning at the Northwest corner of the East Half of the Southwest Quarter of said Section 32; thence North 89 degrees 59 minutes 15 seconds East, along the North line of said East half, 1323.54 feet to the Northeast corner of said East half; thence South 0 degrees 25 minutes 19 seconds East, along the East line of said Southwest Quarter, 950.05 feet to a point on the Westerly extension on the South line of Lot 1 in Laurel Estates according to the plat thereof recorded February 9, 1989, in Book 65, Page 45, as Document Number 021819; thence North 89 degrees 59 minutes 28 seconds East, along said extension and South line, 390.01 feet to a line that is 390.00 feet East of and parallel with said East line; thence South 0 degrees 25 minutes 19 seconds East, along said parallel line, 703.80 feet to a point on the South line of Lot 2 in said Laurel Estates; thence South 70 degrees 13 minutes 44 seconds East, along said South line, 212.45 feet to a corner of said Lot 2; thence South 77 degrees 27 minutes 58 seconds East, along said South line, 335.43 feet to a corner of said Lot 2; thence South 87 degrees 58 minutes 27 seconds East, along said South line, 348.15 feet to a Southeast corner of said Lot 2; thence North 89 degrees 57 minutes 28 seconds East, along a line This Policy is valid only if Schedules A and B are attached.

Schedule A consists of 11 page(s)