

2007 100853

2007 DEC 28 AM 8:41

MICHAEL A. BROWN  
RECORDER

**SEVERANCE AGREEMENT / EASEMENT**

THIS AGREEMENT ("Agreement") is made on Lease No. 465 1214305 101  
11/29/2007 between  
Daniel R. Coffman Lucinda M. Coffman

(Lessee(s)) and the undersigned.

WHEREAS, Lessee(s) have applied to Farm Credit Services of Mid-America, PCA  
("Lessor") for a lease on Equipment, Facility and/or Buildings described as follows:

One (1) New 36,007 Bushel Brock Grain Bin with all attachments and augers including all spare parts & components as a complete installation

Equipment, Facility and/or Buildings are located or to be located on the following described real estate in the County of Lake, State of Indiana  
in which the undersigned have an interest ("Real Estate");  
See Attached Legal Description "Exhibit A"

**This Document is the property of  
the Lake County Recorder!**

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the lease, the undersigned, holders of an interest in Real Estate, do hereby agree as follows:

1. The Equipment, Facility and/or Buildings shall remain severed from Real Estate.
2. Even if attached to the realty, the Equipment, Facility and/or Buildings shall retain their personal character, shall be removable from the real estate, shall be treated as personal property with respect to the rights of the parties, and shall not become a part of the Real Estate.
3. The Equipment, Facility and/or Buildings shall not be subject to the lien of any secured transaction or instrument executed by Lessee(s) heretofore or hereafter arising against the Equipment, Facility and/or Buildings or realty on which they are placed.
4. The Equipment, Facility and/or Buildings may remain upon the Real Estate in their present or future location without charge for as long as Lessor continues to own the Equipment, Facility and/or Buildings.

**Drafted by:**  
Farm Credit Services of Mid-America,  
1601 UPS Drive  
Louisville, Ky 40223

DIST 7090 (09/2007)

**FILED**  
**DEC 28 2007**  
**PEGGY HOLINGA KATONA**  
**LAKE COUNTY AUDITOR**

**24719**

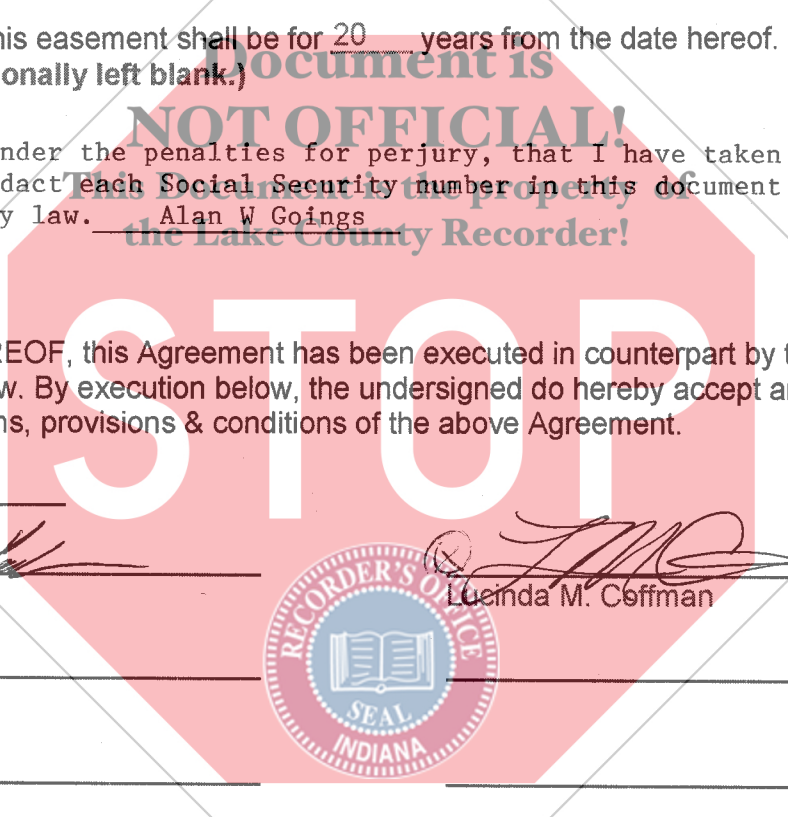
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5. Lessor or its agents may have unlimited access to the Real Estate for the purpose of inspecting or removing the Equipment, Facility and/or Buildings in the event of Lessee's default or failure to exercise the purchase option at the termination of the lease.
6. FURTHERMORE, for valuable consideration, the undersigned, Owner(s) of the Real Estate, hereby grant Lessor or its agents an easement over said Real Estate. The easements created herein are for the benefit, continued use, possession and enjoyment of Equipment, Facility and/or Buildings located on the Real Estate. This shall include easements for:
  - a. **Ingress/Egress.** Ingress and egress for any purpose relating to the use or operation of the Equipment, Facility and/or Buildings.
  - b. **Utilities.** Utility lines to provide electricity to the Real Estate.
  - c. **Well.** Use of the well and water pipes utilized on the Real Estate.

The easements and interest in property created herein shall run with the land and be binding on the personal representatives, heirs, successors, tenants and assigns of the Owner(s) and shall benefit the personal representatives.

The term of this easement shall be for 20 years from the date hereof.  
 (This space intentionally left blank.)

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. Alan W Goings



IN WITNESS WHEREOF, this Agreement has been executed in counterpart by the parties on the dates indicated below. By execution below, the undersigned do hereby accept and agree to be bound by all the terms, provisions & conditions of the above Agreement.

Dated: 11/29/2007

LESSEE(S):

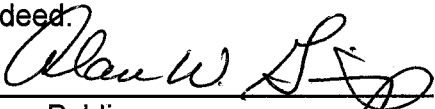
  
 Daniel R. Coffman

  
 Lucinda M. Coffman

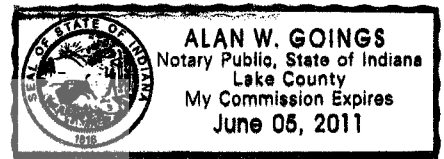
STATE OF INDIANA )  
 ) ss.  
COUNTY )  
OF LAKE )

On 11/29/07, before me personally appeared  
DANIEL R COFFMAN and LUCINDA M COFFMAN,  
to me known to be the person(s) described in and who executed the foregoing instrument, and  
acknowledged that they executed the same as their free act and deed.

County of Residence: Lake

  
Notary Public : Alan W. Goings  
My Commission Expires:  
June 5, 2011

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY )  
OF \_\_\_\_\_ )



On \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
and \_\_\_\_\_  
to me known to be the person(s) described in and who executed the foregoing instrument, and  
acknowledged that they executed the same as their free act and deed.



\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_



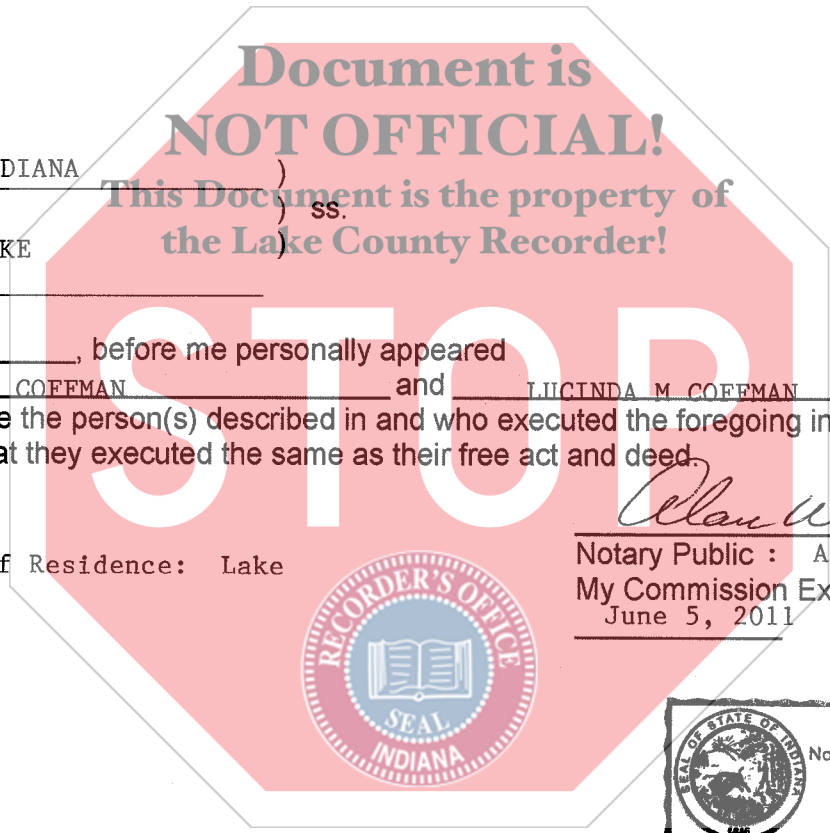
Attached to and made a part of the Agreement. By execution below, the undersigned Owner(s) of Real Estate do(es) hereby accept and agree to be bound by all of the terms, provisions, covenants, conditions and agreements of the Agreement. This signature page is incorporated into the Agreement by reference.

Dated: 11/29/2007

OWNER(S) OF REAL ESTATE: Daniel R. Coffman and Lucinda M. Coffman, husband

  
Daniel R. Coffman

  
Lucinda M. Coffman



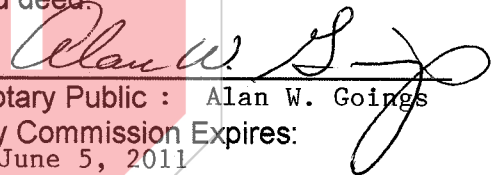
STATE OF INDIANA

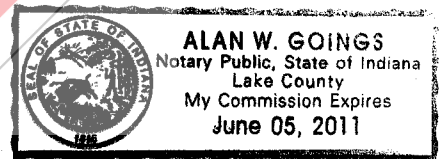
COUNTY OF LAKE

) ss.  
This Document is the property of the Lake County Recorder!

On 11/29/07, before me personally appeared DANIEL R. COFFMAN and LUCINDA M. COFFMAN to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

County of Residence: Lake

  
Notary Public : Alan W. Goings  
My Commission Expires: June 5, 2011





Attached to and made a part of the Agreement. By execution below, the undersigned Lessor does hereby accept and agree to be bound by all of the terms, provisions, covenants, conditions and agreements of the Agreement. This signature page is incorporated into the Agreement by reference.

Dated: 11/29/2007

LESSOR: Farm Credit Services of Mid-America, PCA



Name: Alan W. Goings

Title: Financial Services Officer

STATE OF INDIANA

COUNTY OF PORTER

Document is NOT OFFICIAL!

This Document is the property of the In...

The foregoing instrument was acknowledged before me on November 29, 2007 by ALAN W GOINGS the FINANCIAL SERVICES OFFICER of Farm Credit Services of an Instrumentality under the laws of the United States, on behalf of the Instrumentality. Mid-America, PCA

County of Residence: Porter

Notary Public: Diane S. Osburn My Commission Expires: June 1, 2009

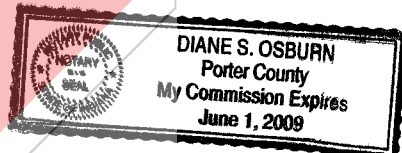




EXHIBIT A

Parcel 1: The Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 33 North, Range 6 West of the of the 2nd Principal Meridian in Porter County, Indiana.

Parcel 2: The East 1/2 of the West 1/2 of the Southwest 1/4 of Section 19, Township 33 North, Range 6 West of the of the 2nd Principal Meridian, excepting therefrom the North 15.85 acres thereof, in Porter County, Indiana.

Parcel 3: The North 15.85 acres of the East 1/2 of the West 1/2 of the Southwest 1/4 of Section 19, Township 33 North, Range 6 West of the of the 2nd Principal Meridian, in Porter County, Indiana.

