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2008 021047

LAKE COUNTY  
FILED FOR RECORD

2008 MAR 25 AM 9:36

MICHAEL A. BROWN  
RECORDER

**WHEN RECORDED MAIL TO:**

American Chartered Bank  
955 National Parkway  
Suite 60  
Schaumburg, IL 60173

Document is  
**NOT OFFICIAL!**  
ASSIGNMENT OF RENTS

This Document is the property of  
the Lake County Recorder

**THIS ASSIGNMENT OF RENTS** dated February 29, 2008, is made and executed between 3350 Inc. (referred to below as "Grantor") and American Chartered Bank, whose address is 1199 East Higgins Road, Schaumburg, IL 60173 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Lake County, State of Indiana:

See Exhibit "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 3350 South Calumet Avenue, Hammond, IN 46320-1100. The Property tax identification number is 26-34-0206-0001; 26-34-0210-0001; 26-34-0206-0024; 26-34-0206-0028; 26-37-0110-0035; 26-37-0110-0032; 26-34-0210-0007; 26-34-0210-0008 and 26-34-0210-0009.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as

*Return to*

**LAW TITLE INSURANCE CO., INC.  
55 WEST 86TH AVENUE  
MERRILLVILLE, IN 46410**

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JK*

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(Continued)**

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all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**REVOLVING LINE OF CREDIT.** This Assignment secures the Indebtedness including, without limitation, a revolving line of credit, under which Lender may make future obligations and advances to Borrower up to a maximum amount of \$4,000,000.00 so long as Borrower complies with all the terms of the Note. Such future obligations and advances, and the interest thereon, are secured by this Assignment whether such obligations and advances arise under the Note, this Assignment or otherwise. This Assignment also secures all modifications, extensions and renewals of the Note, the Assignment or any other amounts expended by Lender on Borrower's or Grantor's behalf as provided for in the Assignment.

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**BORROWER'S WAIVERS AND RESPONSIBILITIES.** Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this

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purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Indiana and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged

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under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Default will occur if payment in full is not made immediately when due.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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(Continued)**

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**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Assignment will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Indiana. In all other respects, this Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Assignment is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Assignment has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Illinois.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

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**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means Gas Depot Inc., 3350 Inc. and Gas Depot Oil Company.

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Grantor.** The word "Grantor" means 3350 Inc..

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and

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expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, including, but not limited to, attorneys' fees, costs of collection and costs of foreclosure, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

**Lender.** The word "Lender" means American Chartered Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated February 29, 2008, in the original principal amount of \$4,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

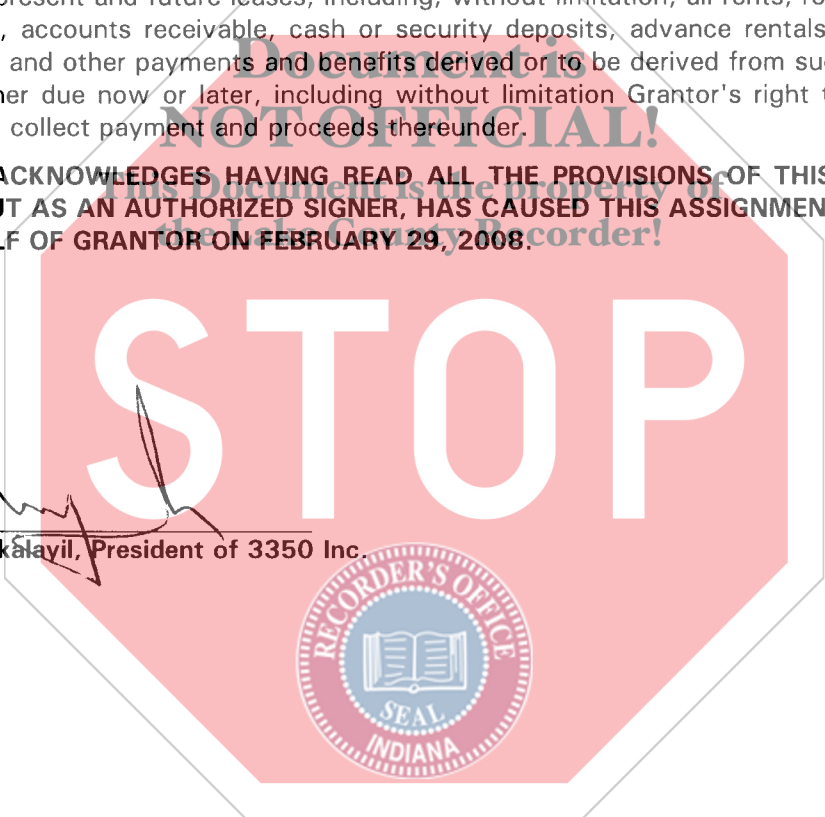
**THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON FEBRUARY 29, 2008.**

GRANTOR:

3350 INC.

By: \_\_\_\_\_

George M. Nediyaalayil, President of 3350 Inc.



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(Continued)

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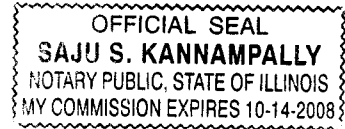
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CORPORATE ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Coole

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On this 6<sup>th</sup> day of November, 2008, before me, the undersigned Notary Public, personally appeared **George M. Nediakalayil, President of 3350 Inc.**, and known to me to be an authorized agent of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By [Signature]

Residing at Alenwood IL

Notary Public in and for the State of IL

My commission expires 10/14/08

Document is  
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This Document is the property of

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 ( [Signature] )

This ASSIGNMENT OF RENTS was prepared by:

American Chartered Bank  
955 National Pkwy, Ste 100  
Schaumburg, IL 60173





EXHIBIT "A"

PARCEL 1: PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, IN LAKE COUNTY, INDIANA, WHICH IS ALSO A PART OF VACATED STREETS, VACATED ALLEYS, CERTAIN LOTS OF BLOCKS 2, 3, 4, 7 AND OUTLOT "A" OF JONES-LAUGHLIN ADDITION TO THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20 PAGE 54, IN THE RECORDER OF LAKE COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF 80-FOOT WIDE CALUMET AVENUE AT A POINT 287.7 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 24; THENCE SOUTH ON SAID 40-FOOT WEST RIGHT OF WAY LINE OF SAID CALUMET AVENUE FOR A DISTANCE OF 263.3 FEET TO THE NORTH LINE OF 60-FOOT WIDE 134TH STREET; THENCE WEST ON THE NORTH LINE OF 60-FOOT WIDE 134TH STREET FOR A DISTANCE OF 330.0 FEET TO THE WEST LINE OF BALTIMORE AVENUE; THENCE SOUTH ON THE WEST LINE OF 60-FOOT WIDE BALTIMORE AVENUE FOR A DISTANCE OF 165.0 FEET TO THE SOUTH LINE OF SAID JONES-LAUGHLIN ADDITION; THENCE NORTHWESTERLY ON THE SOUTH LINE OF SAID JONES-LAUGHLIN ADDITION FOR A DISTANCE OF 809.25 FEET TO THE EAST LINE OF THE 2-FOOT NORTH-SOUTH RUNNING ALLEY OF BLOCK 2; THENCE NORTH ON SAID EAST LINE OF NORTH-SOUTH RUNNING 20-FOOT ALLEY FOR A DISTANCE OF 257.12 FEET TO A POINT IN THE WEST LINE OF LOT 12, BLOCK 2, SAID JONES-LAUGHLIN ADDITION; THENCE EAST ON A STRAIGHT LINE THAT IS PARALLEL TO AND 9.25 FEET NORTH OF THE SOUTH LINE OF LOT 12, BLOCK 2, AND LOTS 12 AND 27 OF BLOCKS 3 AND 4 OF SAID JONES-LAUGHLIN ADDITION FOR A DISTANCE OF 785 FEET TO THE WEST LINE OF VACATED BALTIMORE AVENUE; THENCE SOUTH ON SAID WEST LINE OF VACATED 60-FOOT WIDE BALTIMORE AVENUE FOR A DISTANCE OF 22.7 FEET; THENCE EAST ON A LINE PARALLEL TO AND 263.3 FEET NORTH OF SAID NORTH LINE OF 134TH STREET FOR A DISTANCE OF 330.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2: LOTS 1, 2, 3, 4, AND 5, BLOCK 6 OF JONES-LAUGHLIN ADDITION, AS SHOWN IN PLAT BOOK 20 PAGE 54, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST 40-FOOT RIGHT OF WAY LINE OF CALUMET AVENUE WHICH IS 611 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 24; THENCE SOUTH ON SAID WEST 40-FOOT RIGHT OF WAY LINE OF CALUMET AVENUE FOR A DISTANCE OF 125 FEET TO THE SOUTH LINE OF AFORESAID LOT 5; THENCE WEST ON SAID SOUTH LINE OF LOT 5 FOR A DISTANCE OF 125 FEET TO THE WEST LINE OF AFORESAID LOTS 1, 2, 3, 4, AND 5 OF BLOCK 6; THENCE NORTH ON SAID WEST LINE OF LOTS 1, 2, 3, 4, AND 5 OF BLOCK 6 OF SAID JONES-LAUGHLIN ADDITION FOR A DISTANCE OF 125 FEET TO THE SOUTH LINE OF 134TH STREET; THENCE EAST ON THE SOUTH LINE OF 60-FOOT WIDE 134TH STREET FOR A DISTANCE OF 125 FEET TO THE POINT OF BEGINNING.

PARCEL 3: ALL THAT PART OF LOTS 20 AND 21 NOT INCLUDED IN THE 300-FOOT WIDE INDIANA EAST-WEST TOLL ROAD AND ALL OF LOTS 22 AND 23 OF BLOCK 2 OF JONES-LAUGHLIN ADDITION, AS SHOWN IN PLAT BOOK 20 PAGE 54, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS : BEGINNING AT A POINT IN THE EAST LINE OF 60-FOOT WIDE JOHNSON AVENUE AT A POINT 349.25 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24 WHICH POINT IS THE NORTHWEST CORNER OF AFORESAID LOT 23 AND THENCE SOUTH ALONG SAID EAST LINE OF JOHNSON AVENUE FOR A DISTANCE OF 96.37 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF THE INDIANA EAST-WEST TOLL ROAD; THENCE SOUTHEAST ALONG THE NORTHEAST RIGHT OF WAY LINE FOR A DISTANCE OF 48.76 FEET TO THE SOUTH LINE OF SAID JONES-LAUGHLIN ADDITION; THENCE EASTERLY ON SAID SOUTH LINE FOR A DISTANCE OF 130.32 FEET TO THE EAST LINE OF THE 20-FOOT WIDE PUBLIC ALLEY RUNNING NORTH AND SOUTH THROUGH SAID BLOCK 2 OF JONES-LAUGHLIN ADDITION; THENCE NORTH ON SAID EAST LINE FOR A DISTANCE OF 167.92 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 14; THENCE WEST ON THE NORTH LINE OF LOT 23 EXTENDED EAST FOR A DISTANCE OF 145 FEET TO THE POINT OF BEGINNING.

PARCEL 4: LOT 7, BLOCK 6, JONES-LAUGHLIN ADDITION TO THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 20 PAGE 54, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPT THAT PART OF LOT 7 LYING SOUTH OF THE WESTERLY PROJECTION OF THE NORTH LINE OF LOT 6, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH ON THE EAST LINE OF SAID LOT 7 A DISTANCE OF 23.98 FEET; THENCE WEST ON THE WESTERLY PROJECTION OF THE NORTH LINE OF LOT 6 IN SAID BLOCK 6 A DISTANCE OF 92.69 FEET TO THE SOUTH LINE OF SAID JONES-LAUGHLIN ADDITION; THENCE SOUTHEASTERLY ON SAID SOUTH LINE 95.74 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 7; AND ALL OF LOTS 8 AND 9 IN BLOCK 6 IN JONES-LAUGHLIN ADDITION TO HAMMOND, AND THAT PART OF VACATED 134TH STREET LYING EAST OF THE WEST LINE OF BALTIMORE AVENUE AND WEST OF THE WEST LINE OF CALUMET AVENUE; THAT PART OF VACATED BALTIMORE AVENUE LYING SOUTH OF THE NORTH LINE OF 134TH STREET AND NORTH OF THE SOUTH LINE OF SAID SUBDIVISION; AND THAT PART OF VACATED ALLEY LYING WEST OF THE WEST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, BLOCK 6, JONES-LAUGHLIN ADDITION, TO THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 20 PAGE 54, IN LAKE COUNTY, INDIANA.

PARCEL 5: PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 146.7 FEET OF THE NORTH 287.7 FEET OF THE EAST 330 FEET OF VACATED BLOCK 5, JONES-LAUGHLIN ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20 PAGE 54, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

EXCEPTING THEREFROM THE FOLLOWING: A PART OF LOTS 9, 10, 11 AND 12, BLOCK 5 IN JONES-LAUGHLIN ADDITION, TO THE CITY OF HAMMOND, THAT PLAT OF WHICH IS RECORDED IN PLAT BOOK 20 PAGE 54, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 54.64 FEET ALONG THE EAST LINE OF SAID LOTS 10, 11 AND 12; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 15.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 59.19 FEET TO THE NORTH LINE OF THE OWNER'S LAND; THENCE SOUTH 89 DEGREES 47 MINUTES 41 SECONDS EAST, 15.00 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF SAID LOT 9; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 4.50 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL 6: LOT 24 IN BLOCK 2, IN JONES-LAUGHLIN ADDITION TO THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20 PAGE 54, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 7: LOT 25 IN BLOCK 2, IN JONES-LAUGHLIN ADDITION TO THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20 PAGE 54, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

