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2008 JUN 30 11:09:28
MICHAEL A. GOSWAMI
RECORDER

2008 047068

FILED

RETURN TO: GLENN R. PATTERSON, ESQ.
LUCAS, HOLCOMB & MEDREA, LLP
EASTON COURT
300 EAST 90TH DRIVE
MERRILLVILLE, INDIANA 4641-

JUN 30 2008

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

MEMORANDUM OF SUPERMARKET LEASE

File 620076223

This is a Memorandum of that certain unrecorded Supermarket Lease dated November 20, 2007 (the "Lease") by and between VAN TIL'S REAL ESTATE, LLC, an Indiana limited liability company (the "Landlord"), and SVT, LLC, an Indiana liability company (the "Tenant"), concerning the Premises (as defined in the Lease), which is legally described as follows:

CHICAGO TITLE INSURANCE COMPANY

Lots 19 thru 23, 30 thru 40, and that part of Lots 18, 24, and 41 thru 46, and that part of the North and South 16 foot alley all in Block 5, also Lots 13 thru 25 and part of lots 26 thru 29 in Block 4, along with that part of Olcott Avenue lying between said Blocks 4 and 5, all taken as one tract, described as follows: Beginning at the Northeast corner of said Lot 13 in said Block 4; thence South 0 degrees 59 minutes 51 seconds West, along the East line of Lots 13 to 26 in said Block 4, 434.65 feet to the Southeast corner of Lot 29 in said Block 4; thence North 89 degrees 56 minutes 12 seconds West along the South line of said Block 4, 124.03 feet more or less to the East face of a building; thence North 01 degrees 01 minutes 18 seconds East along said East face 95.95 feet more or less to a common wall between 4725 and 4739-4741 Indianapolis Boulevard; thence North 88 degrees 58 minutes 42 seconds West along said common wall, 70.83 feet more or less to the West face of a building; thence South 01 degrees 01 minutes 18 seconds West along said West face 97.13 feet more or less to the South line of said Block 4 and 5; thence North 89 degrees 56 minutes 12 seconds West along said South line 177.31 feet to the East line of the West half of the North and South 16 foot alley in said Block 5; thence North 0 degrees 59 minutes 00 seconds East along said East line 140.10 feet to the North line extended of the South 10.50 feet of Lot 24 in said Block 5; thence North 89 degrees 57 minutes 06 seconds West along said North line, 150.07 feet to the West line of said Block 5; thence North 0 degrees 59 minutes 19 seconds East along the West line of said Block 5, 154.33 feet thence South 89 degrees 59 minutes 07 seconds East parallel with the North line of said block 5, 225.83

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feet; thence North 00 degrees 59 minutes 19 seconds East parallel with the West line of said block 5, 139.82 feet to the North line of said block 5; thence South 89 degrees 59 minutes 07 seconds East along the North line of said blocks 4 and 5, 296.50 feet to the point of beginning, all being in the Subdivision of the Southeast Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Indiana, as the same appears of record in Plat Book 2, page 11, in Lake County, Indiana. Containing 167,556.4 Sq. Ft./ 3.84 Acres more or less; and

For good and valuable consideration, the Landlord leases the Premises to Tenant and Tenant rents the same from Landlord, commencing on the date of transfer to Landlord of the fee simple title to Premises, for an initial term expiring on the last day of the tenth (10th) Lease Year (as defined in the Lease) after the Rent Start Date (as defined in the Lease), all in accordance with and subject to the terms and provisions contained in the Lease, all of which are incorporated into this Memorandum by reference.

Subject to the terms and provisions of the Lease, Tenant has four (4) options to extend the term of the Lease for five (5) Lease Years each, all as more specifically set forth in the Lease.

This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum should not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum effective as of the 27th day of June, 2008.

LANDLORD:


VAN TIL'S REAL ESTATE, LLC

By: 
Franklin D. Van Til, Manager

By: 
Samuel N. Van Til, Manager

TENANT:

SVT, LLC

By: 
David Wilkinson, President




STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Franklin D. Van Til and Samuel N. Van Til, as Co-Managers of VAN TIL'S REAL ESTATE, LLC, and acknowledged the execution of the foregoing Memorandum of Lease.

Dated this 27th day of June, 2008.





Glenn R. Patterson, Notary Public

My Commission Expires November 25, 2016

County of Residence: Lake



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Wilkinson, President of SVT, LLC, and acknowledged the execution of the foregoing Memorandum of Lease.

Dated this 27th day of June, 2008.

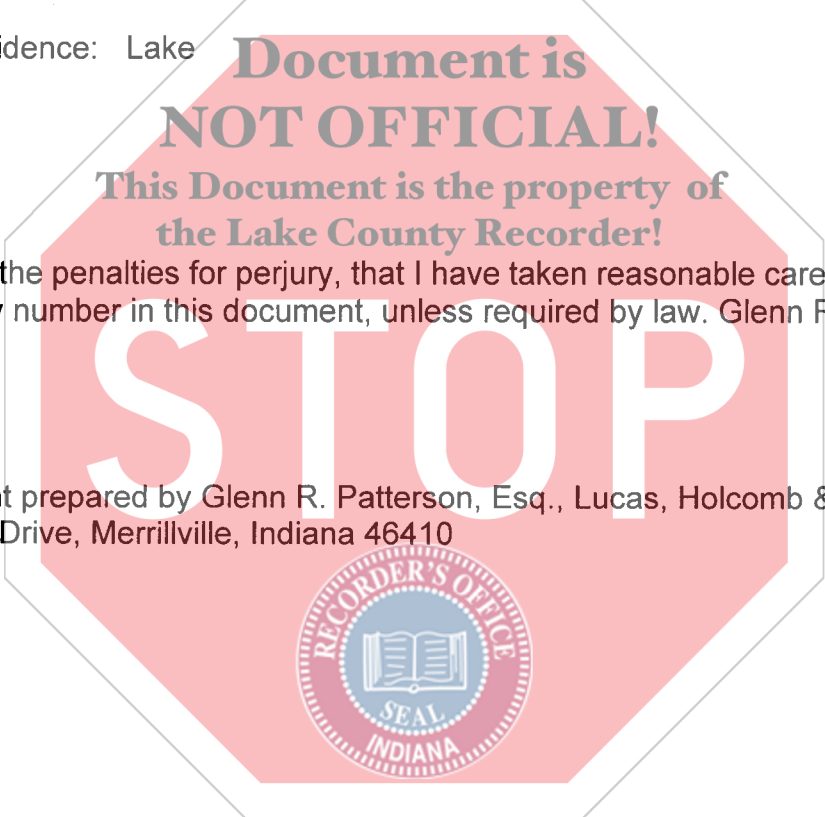


A handwritten signature in black ink, appearing to read "Glenn R. Patterson".

Glenn R. Patterson, Notary Public

My Commission Expires: November 25, 2016

County of Residence: Lake



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. Glenn R. Patterson

This Instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, 300 East 90th Drive, Merrillville, Indiana 46410