

2008 063098

2008 SEP 05 10:52

SEVERANCE AGREEMENT / EASEMENT

Lease No. 265 2186176 101

THIS AGREEMENT ("Agreement") is made on 07/17/2008 between

CLIFFORD L HYND

11586 CLINE AVE

Parcel ID # 45-15-10-400-004.000-013

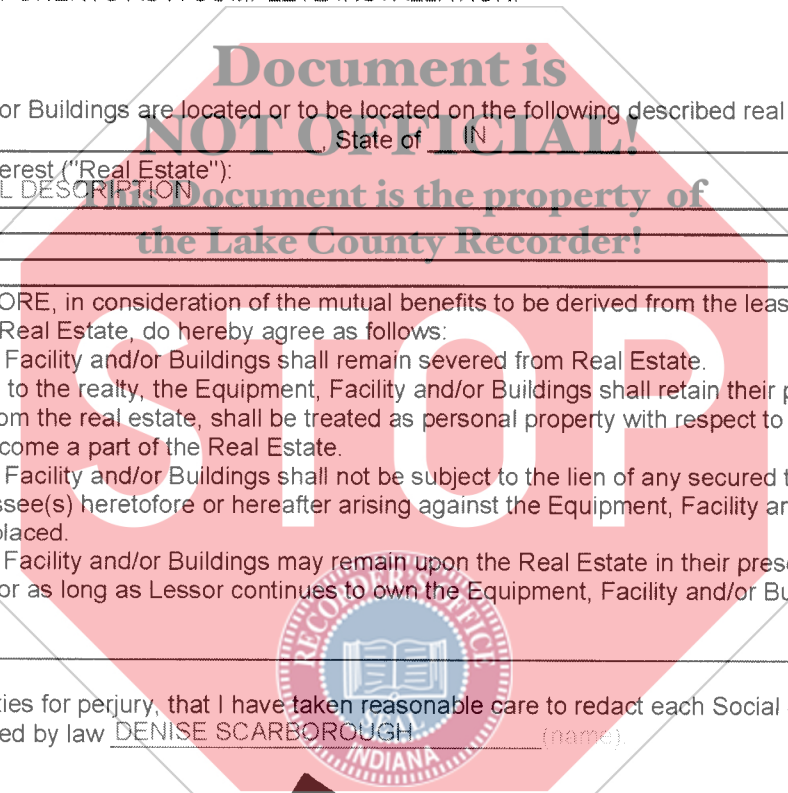
CROWN POINT, IN 46307-8796

(Lessee(s))

and the undersigned.

WHEREAS, Lessee(s) have applied to FARM CREDIT SERVICES OF MID AMERICA FLCA ("Lessor") for a lease on Equipment, Facility and/or Buildings described as follows:
ONE (1) NEW 54' X 16' X 12' ADDITION TO EXISTING 40' X 64' CANOPY STYLE MACHINE SHED INCLUDING ALL PARTS AND 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 IN in which the undersigned have an interest ("Real Estate");
SEE ATTACHED LEGAL DESCRIPTION



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.

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 DENISE SCARBOROUGH (name).

Drafted By: Farm Credit Services of Mid-America, P.C.A. LCA by Nancy J. Sparrow, its attorney and completed by: DENISE SCARBOROUGH, Employee.

FILED

SEP 05 2008
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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CK# \$21
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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.

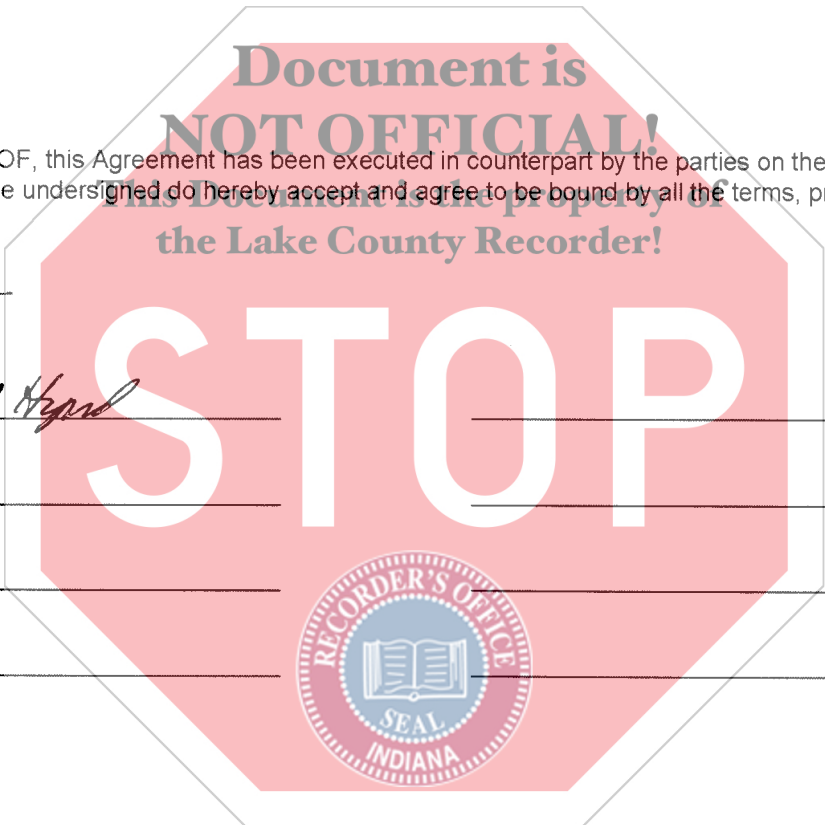
The term of this easement shall be for 10 years from the date hereof.
 (This space intentionally left blank.)

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: 07/17/2008

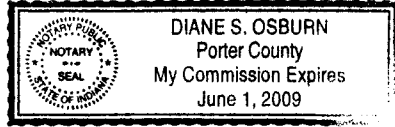
LESSEE(S):

Clifford L Hynd
 CLIFFORD L HYND



STATE OF INDIANA)
COUNTY OF PORTER) ss.

On 7-17-08, before me personally appeared Clifford L. Hynd 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.



Diane S Osburn
Notary Public Diane S. Osburn
My Commission Expires: 6-1-2009

STATE OF _____)
COUNTY OF _____) ss.

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: _____

STATE OF _____)
COUNTY OF _____) ss.

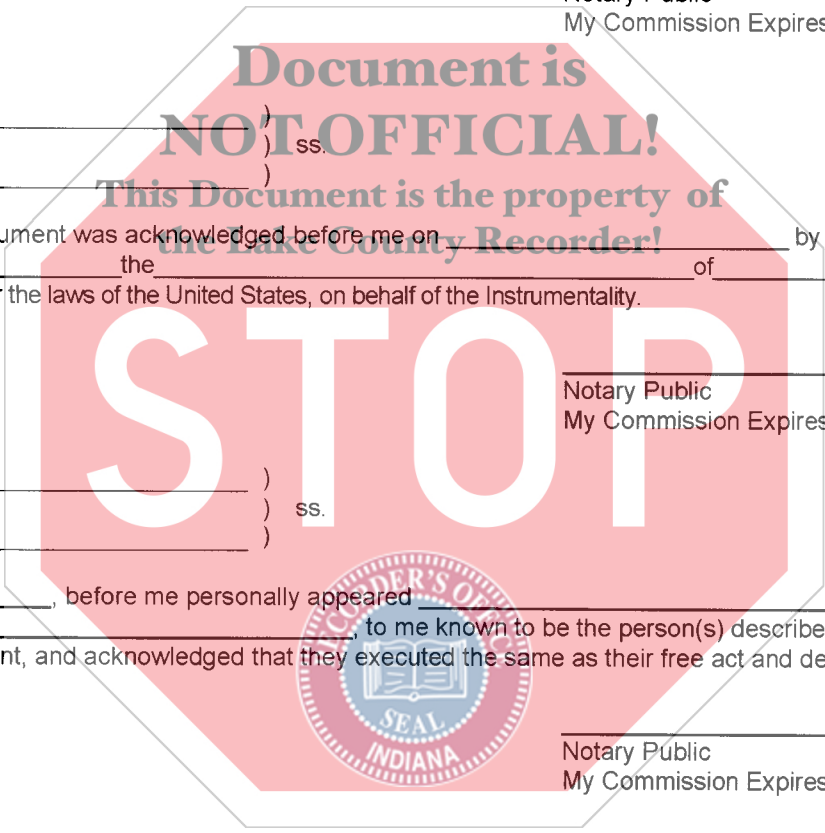
The foregoing instrument was acknowledged before me on _____ by _____ the _____ of _____ an Instrumentality under the laws of the United States, on behalf of the Instrumentality.

Notary Public
My Commission Expires: _____

STATE OF _____)
COUNTY OF _____) ss.

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 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.

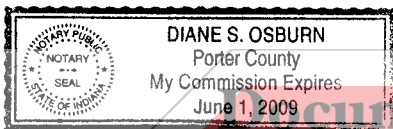
Dated: 07/17/2008

LESSOR: FARM CREDIT SERVICES OF MID AMERICA FLCA

Denise Scarborough
Name: DENISE SCARBOROUGH
Title: FINANCIAL SERVICES OFFICER

STATE OF INDIANA)
COUNTY OF PORTER) ss.

The foregoing instrument was acknowledged before me on 7-17-08 by Denise Scarborough the Financial Services Officer of Farm Credit Services of Mid-America, FLCA an Instrumentality under the laws of the United States, on behalf of the Instrumentality.



Diane S. Osburn
Notary Public Diane S. Osburn
My Commission Expires: 6-1-2009



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.

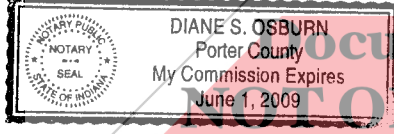
Dated: 07/17/2008

OWNER(S) OF REAL ESTATE: Clifford L Hynd

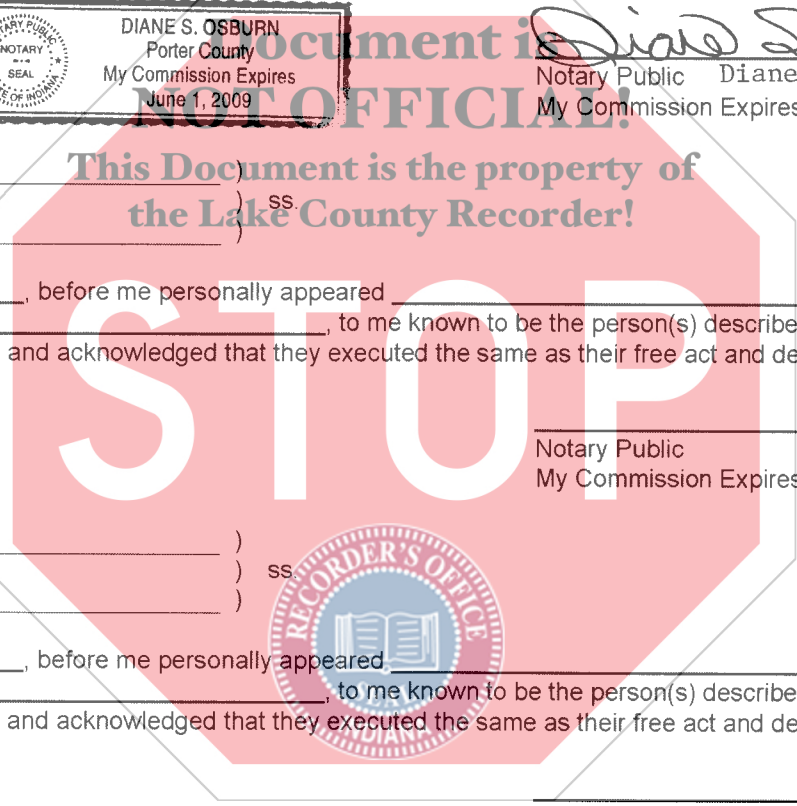
Clifford L Hynd
Clifford L Hynd

STATE OF INDIANA)
COUNTY OF PORTER) ss.

On 7-17-08, before me personally appeared Clifford L. Hynd 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.



Diane S. Osburn
Notary Public Diane S. Osburn
My Commission Expires: 6-1-2009



STATE OF _____)
COUNTY OF _____) ss.

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: _____

STATE OF _____)
COUNTY OF _____) ss.

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: _____

A parcel of land beginning at the Southeast corner of the following described parcel: the South 40 acres of the following described real estate, to-wit: the Southeast 1/4, except the South 40 acres thereof, of Section 10, Township 34 North, Range 9 West of the 2nd P.M., in Lake County, Indiana; thence North 332.43 feet along the East line of said Section 10; thence West 1375.95 feet; thence South 332.35 feet to the South line of said South 40 acres of the following: the Southeast 1/4 except the South 40 acres thereof of said Section 10; thence East 1376.16 feet along the South line of said South 40 acres of the following: the Southeast 1/4 except the South 40 acres thereof of said Section 10 to the Point of Beginning in Lake County, Indiana.

