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MICHAEL A. BROWN
RECORDER

MEMORANDUM OF LEASE AND CONSENT TO LEASEHOLD MORTGAGE

This Memorandum of Lease and Consent to Leasehold Mortgage ("**Consent**") is made as of September 4, 2009, by the **CITY OF GARY, INDIANA BY ITS BOARD OF WORKS** ("**City**"), and by **WILLIAM J. McENERY**, as Trustee of the William J. McEnery Revocable Trust ("**Trust**"), to and for the benefit of **CENTIER BANK**, an Indiana state banking association ("**Centier**").

1. **Memorandum of Lease.** City, as landlord, entered into a certain Real Estate Lease dated December 21, 1994, and the rights of the tenant thereunder were assigned to and assumed by Trust pursuant to the Assignment dated October 5, 1998 (collectively, the "**Lease**"), whereby Trust leases from City certain real estate in the City of Gary, Lake County, Indiana, commonly known as 3110 Grant Street, containing approximately 17 acres, as described on Exhibit A, which is attached hereto and made a part hereof (the "**Leased Premises**"). The term of the Lease commenced on December 31, 1994, and will end on November 30, 2025, provided that City has granted to Trust options to extend the term for up to three (3) additional terms of five (5) years each which, if all options are exercised, will extend the term of said lease through November 30, 2040. The Lease remains in full force and effect, and Trust's tenancy on the Leased Premises and this Consent are subject to all terms and provisions of the Lease. City has consented to the sublease of the Leased Premises by Trust to Gas City, Ltd.

2. **Consent to Mortgage.** Trust has agreed to grant to Centier a leasehold mortgage and security interest in and to Trust's interests in and to the Lease and the Leased Premises pursuant to a certain Mortgage of Leasehold Interests of even date herewith (the "**Mortgage**"). Pursuant to paragraph 11.02 of the Lease, the written consent of City is needed in order to permit Trust to grant the Mortgage to Centier. City hereby consents to the granting of the Mortgage by Trust to Centier, and agrees that upon any transfer of the interests of Trust in the Lease and the Leased Premises pursuant to any foreclosure or any deed in lieu of foreclosure, such transfer will be deemed to have been consented to by City, and Centier or any other transferee pursuant thereto will have all rights provided to Trust under the Lease, and will be subject to all terms and conditions of the Lease.

3. **Notice of Defaults.** If City gives any notice of default pursuant to the Lease, City will give notice thereof to Centier at: Centier Bank, 117 East Joliet Street, Crown Point, Indiana 46307, attention: Gregory A. Gordon, and will give Centier a reasonable opportunity to cure such default prior to any termination of the Lease by reason thereof.

[Signatures appear on the following pages.] **016322**

SEP 16 2009
PEGGY HOLLINGCROFT
LAKE COUNTY AUDITOR

929-5570
TICOR TITLE INSURANCE

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PB

IN WITNESS WHEREOF, this Memorandum of Lease and Consent to Leasehold Mortgage has been executed by the parties as of the date first written above.

CITY OF GARY, INDIANA BY ITS BOARD OF WORKS

By: Carl Jones

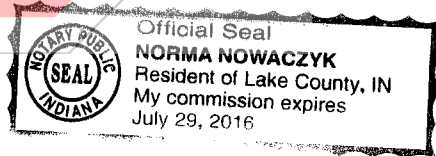
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

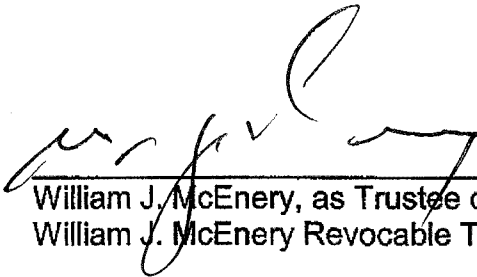
BEFORE ME, the undersigned, a Notary Public, on September 4, 2009, personally appeared Carl Jones, personally known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease and Consent to Leasehold Mortgage as Carl Jones Secretary of the City of Gary, Indiana Board of Works, and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered said document as such person's own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Norma Nowaczyk
Notary Public

Commission Expires: July 29, 2016 County of Residence: Lake



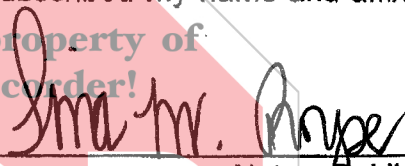

William J. McEnery, as Trustee of the
William J. McEnery Revocable Trust

ILLINOIS tnu
STATE OF ~~INDIANA~~)
)
COUNTY OF ~~LAKE~~ WILL) SS:

BEFORE ME, the undersigned, a Notary Public, on Sept 4, 2009, personally appeared William J. McEnery, personally known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease and Consent to Leasehold Mortgage as Trustee of the William J. McEnery Revocable Trust, and being first duly sworn by me upon, oath, acknowledged that he has read and understands the foregoing and that he has affixed his name to and delivered the foregoing as his own free and voluntary act and as the free and voluntary act of said trust for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.





Notary Public

Commission Expires: 9/12/11 County of Residence: Cook, IL

This instrument was prepared by:


Demetri J. Retson
Genetos Retson Yoon & Molina LLP
8585 Broadway, Suite 480
Merrillville, Indiana 46410
219-755-0401
fax: 219-755-0410

The foregoing preparer states as follows:

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.

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

PARCEL 1: Part of the West half of the Northwest Quarter of Section 21, Township 36 North, Range 8 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Commencing at a point on the West line of said Northwest Quarter of said Section 21 which is 689.87 ft. North of the South line of the Northwest Quarter of the Northwest Quarter of said Section 21; thence East at right angles to the West line of said Northwest Quarter of said Section 21 a distance of 294.00 ft. to the point of beginning, which point of beginning is 68.97 feet South of a line drawn at right angles to the West line of said Northwest Quarter of said Section 21 through a point identified as Station 2 plus 35 on Center line "C" as set out in the description of Parcel 334 of Project No. 265 Section 22, in a Right of Way Grant to the Indiana Department of Highways (now the Indiana Department of Transportation), recorded in Right of Way Grant Record 1127, Page 273, in the office of the Recorder of Lake County, Indiana; thence continuing East at right angles to the West line of said Northwest Quarter of said Section 21 a distance of 271 ft.; thence South parallel with the West line of said Northwest Quarter of said Section 21 a distance of 9.80 ft.; thence West at right angles to the West line of said Northwest Quarter of said Section 21 a distance of 271.00 ft.; thence North parallel with the West line of said Northwest Quarter of said Section 21 a distance of 9.80 ft. to the point of beginning, containing 2,656 sq. ft. (.061 acre), more or less.

PARCEL 2: Part of the West half of the Northwest Quarter of Section 21, Township 36 North, Range 8 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Commencing at a point on the West line of said Northwest Quarter of said Section 21 which is 689.87 ft. North of the South line of the Northwest Quarter of the Northwest Quarter of said Section 21; thence East at Right angles to the West line of said Northwest Quarter of said Section 21 a distance of 565.00 ft. to the point of beginning, which point of beginning is 68.97 feet South of a line drawn at right angles to the West line of said Northwest Quarter of said Section 21 through a point identified as Station 2 plus 35 on Centerline "C" as set out in the description of Parcel 334 of Project No. 265, Section 22, in a Right of Way Grant to the Indiana Department of Highways (now the Indiana Department of Transportation), recorded in the Office of the Recorder of Lake County, Indiana, in Right of Way Grant Record 1127, Page 273; thence continuing East 90 Degrees 00 Minutes 00 Seconds East (All Bearings in this Description are assumed at right angles to the West Line of said Northwest Quarter of said Section 21 a distance of 343.47 ft. to a point which is 418 ft., more or less, West of the East line of said Northwest Quarter of the Northwest Quarter said Section 21 thence South 0 Degrees 01 Minutes 15 Seconds West and Parallel with said East Line a distance of 1316.60 ft.; more or less to a point on the North Right of Way line of West 32nd Avenue; thence north 88 Degrees 57 Minutes 58

Seconds West along said North right of Way line a distance of 606.90 feet; thence North a distance of 290.00 feet; thence North 88 Degrees 57 Minutes 58 Seconds West a distance of 97.28 feet; thence North 0 Degree 00 Minutes 00 Seconds a distance of 193.89 ft.; thence North 90 Degrees 00 Minutes 00 Seconds East a Distance of 361.00 ft.; thence North 0 Degree 00 Minutes 00 Seconds East a distance of 820.00 ft.; to the point of beginning, containing 12.669 acres, more or less, and subject to easements of record.

PARCEL 3: Part of the West 1/2 of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Commencing at a point on the West line of said Northwest 1/4 of said Section 21 which is 292.89 feet, more or less, North of the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 21; thence East at right angles to the West line of said Northwest 1/4 of said Section 21 a distance of 180.00 feet to a point which is 465.95 feet, more or less, South of a line drawn at right angles to the West line of said Northwest 1/4 of said Section 21 through a point identified as Station 2 plus 35 on Center line "C" as set out in the Description of Parcel 334 of Project No. 265, Section 22, in a Right of Way Grant to the Indiana Department of Highways (now the Indiana Department of Transportation), recorded in the Office of the Recorder of Lake County, Indiana, in Right of Way Grant Record 1127, page 273, which is the true point of beginning; thence continuing North and parallel with the West line of said Northwest 1/4 of said Section 21 a distance of 88.00 feet to a point; thence East and perpendicular to the West line of said Northwest 1/4 of said Section 21 a distance of 385.00 feet to a point; thence South and parallel with the West line of the Northwest 1/4 of said Section 21 a distance of 505.02 feet to a point; thence West and perpendicular to the West line of the Northwest 1/4 of said Section 21 a distance of 385.00 feet to a point; thence North and parallel with the West line of the Northwest 1/4 of said Section 21 a distance of 422.02 feet to the point of beginning, and containing 4.464 acres, more or less.

~~PARCEL 4: A tract of land situated in the West half (W 1/2) of Government Lot Eight (8) Section Twenty-one (21) Township Thirty-six (36) North Range Eight (8) West of the Second (2nd) Principal Meridian, according to Government Survey of 1872 as recorded in Plat Book 4, page 36, Recorder's Office, Lake County, Indiana, described as follows:~~

~~Commencing at the Southeast Corner of the North half (N 1/2) of the South half (S 1/2) of Section Twenty (20) Township Thirty-six (36) North Range Eight (8) West of the Second (2nd) Principal Meridian, said corner being a point on the East line of Section 20 and the West line of Section 21, said Township and Range, thence Northward along said line a distance of twenty-eight hundred forty-six and no hundredths (2846.00) feet to the true point of beginning;~~