

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 062510

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MICHAEL A. BROWN  
RECORDER

## ASSIGNMENT OF RENTS AND LEASES

This Assignment of Rents and Leases ("**Assignment**") is made as of August 20, 2009, by **WILLIAM J. McENERY**, as Trustee of the William J. McEnery Revocable Trust ("**Borrower**"), having an address at 160 South LaGrange Road, P. O. Box 70, Frankfort, Illinois 60423, to and for the benefit of **CENTIER BANK**, an Indiana state bank ("**Centier**"), having an address at 600 East 84<sup>th</sup> Avenue, Merrillville, Indiana 46410.

Borrower states as follows:

A. Borrower holds fee title and/or leasehold interests in and to the property in Lake County, Indiana, commonly known as 3001 Grant Street, Gary, Lake County, Indiana, as described on Exhibit A, which is attached hereto and made a part hereof, together with all buildings, improvements, and tenements now or hereafter erected on the property, and all easements, rights, right-of-ways, driveways, pavement, curb, and street front privileges, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, boilers, incinerators and building materials of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, attached floor coverings, furniture, antennas, signs, trees and plants; all of which, including improvements, replacements and additions thereto, will be deemed to be and remain a part of the real property covered by this Assignment, whether actually physically annexed to said property or not (all of the foregoing, together with said properties are collectively herein referred to as the "**Premises**").

B. Borrower wishes to secure to Centier:

(1) the repayment of the indebtedness evidenced by that certain Promissory Note in the principal amount of \$10,000,000.00, of even date herewith, drawn by Borrower to the order of Centier, with final payment thereunder due on the fifth (5<sup>th</sup>) anniversary of the date of this Assignment (the "**Note**"), with interest thereon, and all renewals, extensions, rewrites,

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refinances, modifications, consolidations and replacements thereof and substitutions therefor;

(2) the payment of all amounts otherwise payable by Borrower under or with respect to the Loan Documents (as defined in the Note);

(3) the repayment of any future advances, with interest thereon, made by Centier to Borrower, whether made as an obligation, made at the option of Centier, made after a reduction to a zero (0) or other balance, or made otherwise;

(4) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument;

(5) the performance of the covenants and agreements of Borrower herein contained;

(6) the performance of the covenants and agreements under the Loan Documents to be performed by Borrower; and

(7) all other liabilities of the Borrower in favor of the Centier, direct or indirect, absolute or contingent, primary or secondary, matured or unmatured, whether or not related to or of the same class as any specific debt secured hereby, now existing or hereafter arising

(collectively, the "**Obligations**"). Borrower has and hereby promises to pay the said aggregate amounts, together with interest thereon, from the times and at the rates set forth therein, in installments or otherwise as therein provided at the office of Centier, or at such other place as may be designated in writing by the legal holder or holders thereof, the respective entire balances of principal and interest thereunder being due as provided therein.

C. As a condition precedent to Centier extending any financial accommodation to Borrower, whether under the Note and/or any of the other Loan Documents, Centier has requested that Borrower execute and deliver this Assignment to Centier, and any financial accommodation made by Centier to Borrower with respect to the Note or the other Loan Documents are and will be in reliance upon this Assignment.

**NOW, THEREFORE**, Borrower grants and agrees as follows:

**Section 1. Grant.** In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Borrower hereby assigns, transfers and sets over to Centier all right, title and interest of Borrower in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for

the use or occupancy of, the whole or any part of the Premises, which Borrower may have heretofore received an assignment of, made or agreed to make, or may hereafter receive an assignment of, make or agree to make, or which may be made or agreed to by Centier under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively, the "Leases"), relating to the Premises including, without limiting the generality of the foregoing, all right, title and interest of Borrower in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees and obligors under the Leases. Any capitalized terms used in this Assignment but not defined herein will have the same meanings ascribed to them as in the Note.

Notwithstanding any other provisions hereof, if a court of competent jurisdiction construes this Assignment to be a collateral assignment that secures the indebtedness secured hereby rather than an absolute and unconditional assignment, then such assignment will constitute an assignment of rents as set forth in I.C. §32-21-4-2 and thereby creates a security interest in the Leases and all rents or other monies payable thereunder or with respect thereto that will be perfected upon the recording of this Assignment.

**Section 2. Collateral Security.** This Assignment is made and given as collateral security for, and will secure all of the Obligations, including but not limited to the performance of all obligations, covenants, promises and agreements contained herein and in the other Loan Documents, and any and all obligations intended to be secured thereby, and the payment of all expenses and charges, legal or otherwise, paid or incurred by Centier in realizing upon or protecting the indebtedness constituting the Obligations or any security therefor, including but not limited to this Assignment.

**Section 3. Grant of Power of Attorney.** Borrower hereby irrevocably constitutes and appoints Centier the true and lawful attorney of Borrower with full power of substitution for Borrower and in Borrower's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound, and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as Borrower could do, and to endorse the name of Borrower on all commercial paper given in payment or in part payment thereof, and in Centier's discretion to file any claim or take any other action or proceeding, either in Centier's name or in the name of Borrower or otherwise, which Centier may deem necessary or appropriate to protect and preserve the right, title and interest of Centier in and to such sums and the security intended to be afforded hereby.

**Section 4. Warranties of Borrower.** Borrower agrees and warrants to Centier that:

(a) Borrower has the right to make this Assignment, and Borrower has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

(b) All currently-effective Leases (if any) either (i) have been made pursuant to written lease agreements, copies of which have been delivered to Centier, or (ii) are month-to-month and may be terminated by Borrower on not more than one month's notice.

**Section 5. Complete Transfer.** This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the Premises, but so long as no Event of Default (subject to any applicable notice requirement or cure period) exists under any of the Loan Documents and no event (subject to any applicable notice requirement or cure period) exists which by lapse of time or service of notice, or both, has or would become an Event of Default, Borrower will have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than thirty (30) days in advance.

**Section 6. Direct Payment to Centier.** Borrower hereby irrevocably consents to and authorizes and directs that the tenant or other obligor under any Lease upon demand and notice from Centier of Centier's right to receive rents and other sums hereunder, will pay such rents and other sums to Centier without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by Centier as the basis for Centier's right to receive such rents or other sums and notwithstanding any notice from or claim of Borrower to the contrary. Borrower hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by tenant or other obligor to Centier.

**Section 7. Remedies.** Without limiting any legal rights of Centier as the absolute assignee of the rents, issues and profits of the Premises, and in furtherance thereof, Borrower agrees that upon the occurrence of any Event of Default (subject to any applicable notice requirement or cure period), whether before or after amounts payable under or with respect to the Note are declared due in accordance with its terms or under the terms of any of the other Loan Documents and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, Centier may, at its option,

(a) take actual possession of the Premises, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts relating thereto, and exclude Borrower, its agents, or servants therefrom and hold, operate,



manage and control the Premises, and at the expense of Borrower, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises in such parcels and for such times and on such terms as Centier may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured hereby, and may cancel any lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same and in every such case have the right to manage and operate the said Premises and to carry on the business thereof as Centier may deem proper or

(b) with or without taking possession of the Premises, Centier may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Centier will not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Borrower arising thereunder or in respect thereof.

**Section 8. Application of Amounts Collected.** Any sums received by Centier under or by virtue of this Assignment will be applied to the payment of or on account of the following in such order and manner as Centier may elect:

- (a) to the payment of all proper charges and expenses, including the just and reasonable compensation for the services of Centier, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the Premises and the conduct of the business thereof and, if Centier so elects, to the establishment of a reserve which will be sufficient in Centier's sole judgment to indemnify it against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;
- (b) to the payment of any sum secured by a lien or encumbrance upon the Premises;
- (c) to the cost of completing any improvements being constructed on or about the Premises; and/or
- (d) to the reduction of the Obligations, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which will be credited or paid out of same will be within the sole discretion of Centier and nothing contained herein will obligate Centier to use any such sums for a purpose other than reducing the Obligations

unless Centier elects to do so. Centier will be subrogated to any lien discharged out of the rents, income and profits of the Premises.

**Section 9. Further Actions of Borrower.** Borrower hereby further covenants that it will, upon request of Centier, execute and deliver such further instruments and do and perform such other acts and things as Centier may reasonably deem necessary or appropriate to more effectively vest in and secure to Centier the rights and rents which are intended to be assigned to Centier hereunder. Borrower irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

Borrower covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof. Borrower further covenants and agrees that Centier will have the option to require that Borrower not execute any Lease without the written consent of Centier and that, after Centier gives notice of the exercise of such option to Borrower, Borrower will not thereafter execute any Lease without the written consent of Centier (which consent will not be unreasonably withheld). Borrower further covenants and agrees not to further assign or encumber its rights under the Leases or its rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Centier. Borrower further covenants and agrees that it will, at the request of Centier, submit the executed originals of all Leases to Centier.

**Section 10. Construction of Assignment.** The acceptance by Centier of this Assignment, with all of the rights, powers, privileges and authority so created, will not, prior to entry upon and taking of actual physical possession of the Premises by Centier, be deemed or construed to constitute Centier a mortgagee in possession nor impose any obligation whatsoever upon Centier, it being understood and agreed that Centier does not hereby undertake to perform or discharge any obligation or liability of the landlord under any Leases or under or by reason of this Assignment. Centier will have no liability to Borrower or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. Should Centier incur any liability, loss or damage under or by reason of this Assignment or for any action taken by Centier hereunder, or in defense against any claim or demand whatsoever which may be asserted against Centier arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Note at the time of occurrence (or if the Note has been paid in full at the time of occurrence, then at the rate applicable to the Note at the time of such payment in full), will be secured by this Assignment and by the other Loan Documents, and Borrower will reimburse Centier therefore immediately upon demand, Borrower's obligation to so pay will survive payment of the Obligations and the release of this Assignment.

**Section 11. Cumulative Rights.** The rights and remedies of Centier hereunder are cumulative and are not secondary to or in lieu of, but are in addition to any rights or

remedies which Centier may have under the Note or any of the other Loan Documents, or under applicable law, and the exercise by Centier of any rights and remedies herein contained will not be deemed a waiver of any other rights or remedies of Centier, whether arising under the Loan Documents or otherwise, each and all of which may be exercised whenever Centier deems it in its interest to do so. The rights and remedies of Centier may be exercised from time to time and as often as such exercise is deemed expedient and the failure of Centier to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, will not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of Centier to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to Centier will, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Loan Documents, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

**Section 12. Miscellaneous Provisions.** This Assignment will be assignable by Centier and all of the terms and provisions hereof will be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof will be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof will in no way be affected thereby.

The captions and headings of the sections of this Assignment are for convenience only and will be disregarded in construing this Assignment. Any reference in this Agreement to an "Exhibit" or a "Section" or an "Article" will, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Assignment or to a Section or an Article of this Assignment.

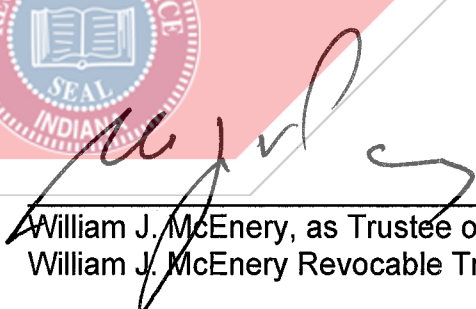
Notices hereunder and/or with respect hereto will be given in the manner provided for notices under the Loan Documents.

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**IN WITNESS WHEREOF**, Borrower has executed this Assignment as of the date first above written.

Mortgagor:

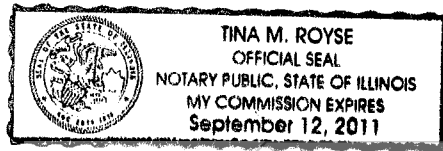


  
\_\_\_\_\_  
William J. McEnery, as Trustee of the  
William J. McEnery Revocable Trust

STATE OF ILLINOIS     )  
  )  
  )     SS:  
COUNTY OF WILL     )

**BEFORE ME**, the undersigned, a Notary Public, on August 20, 2009, personally appeared William J. McEnery, personally known to me to be the same person whose name is subscribed to the foregoing Assignment of Rents and Leases 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.

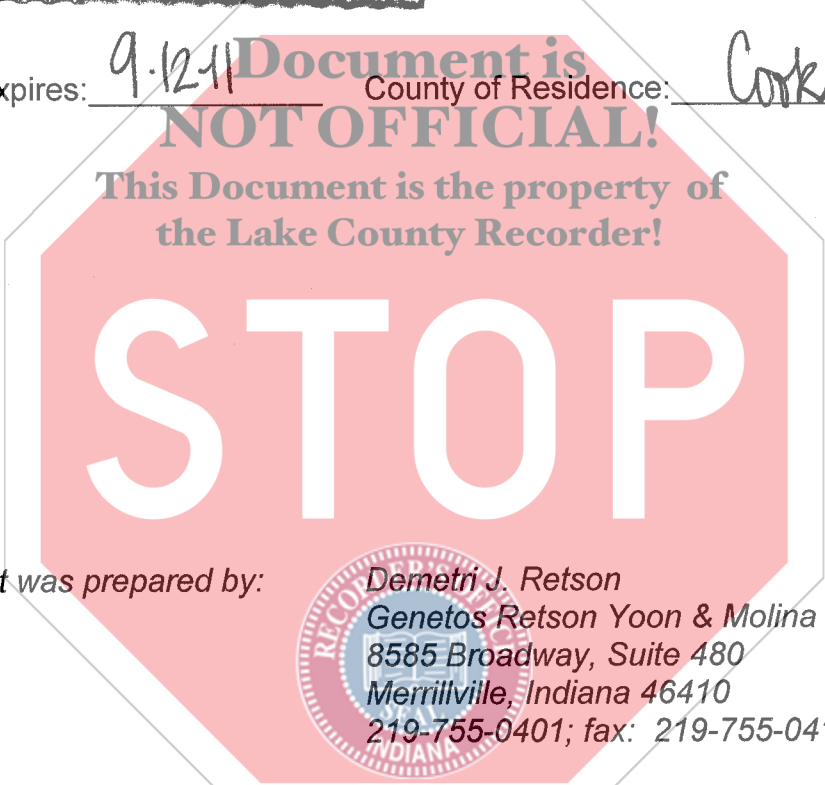
**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my official seal.



*Tina M. Roysse*

, Notary Public

Commission Expires: 9.12.11 County of Residence: Cook



*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 Descriptions of Premises

**Parcel 1:** Part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Beginning at a point on the East line of Grant Street (54 feet East of the West line of said Northwest 1/4) which is 1899.03 feet North of the South line of said Northwest 1/4; thence East at right angles to the East line of Grant Street, 120 feet; thence North parallel to the East line of Grant Street, 182.95 feet more or less, to a line drawn perpendicular to the West line of said Northwest 1/4 through a point identified as Station plus 35 on center line "C" as set out in the description of Parcel 334 of Project No. 365, Section 22, in a right-of-way grant to the State Highway Department of Indiana, recorded in right of way grant record 1127 page 273, in the Office of the Recorder of Lake County, Indiana; thence West along said perpendicular line 120 feet to the East line of Grant Street; thence South along the East line of Grant Street 182.95 feet, more or less to the point of beginning.

**Parcel 2:** Part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Beginning at a point on the East line of Grant Street which is 1,799.03 feet North of the South line of said Northwest 1/4 of Section 21, said point of beginning being 200 feet North of the North line of the entrance parcel of the United States Army site as said entrance parcel is described in an easement recorded in Miscellaneous Record 626 page 238; thence East at right angles to the East line of Grant Street and 200 feet North of a line parallel with the North line of said entrance parcel, 120 feet; thence North and parallel with the East line of Grant Street 100 feet; thence West at right angles 120 feet to the East line of Grant Street; thence South along the East line of Grant Street 100 feet to the place of beginning.

**Parcel 3:** A part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in the City of Gary, Lake County, Indiana, more particularly described as follows: Commencing at a point on the East right-of-way line of Grant Street (54 feet East of the West line of said Northwest 1/4) which is 1,799.03 feet North of the South line of said Northwest 1/4; thence East at right angles to the East right-of-way line of Grant Street 120.0 feet to the point of beginning; thence continuing East along said last mentioned course 120.0 feet; thence North parallel with the East right-of-way line of Grant Street 283.95 feet more or less to a line drawn perpendicular to the West line of said Northwest 1/4, 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 State Highway Department of Indiana, recorded in right-of-way grant record 1127 page 273, in the Office of the Recorder of Lake County, Indiana; thence West along said perpendicular line 120.0 feet thence South parallel with the East right-of-way line of Grant Street, 282.95 feet more or less to the point of beginning, EXCEPT from the above

described parcel that part described as follows: Part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Commencing at a point on the East line of Grant Street which is 1,799.03 feet North of the South line of the Northwest 1/4 of Section 21, said point of commencement being 200 feet North of the North line of the entrance parcel of the United States Army site as said entrance is described in an easement recorded in Miscellaneous Record 626 page 238; thence East at right angles to the East line of Grant Street and 200 feet North of and parallel with the North line of said entrance parcel, 120 feet to the point of beginning; thence North parallel with the East right-of-way line of Grant Street 282.95 feet, more or less, to a line drawn perpendicular to the West line of said Northwest 1/4 of Section 21; thence East on said perpendicular line, 30 feet; thence South 68.97 feet; thence West 24 feet; thence South 213.98 feet to a point 6 feet East of the point of beginning; thence West 6 feet to the point of beginning.

**Parcel 4:** Part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Commencing at a point on the East line of Grant Street which is 1,799.03 feet North of the South line of the Northwest 1/4 of Section 21, said point of commencing being 200 feet North of the North line of the entrance parcel of the United States Army site as said entrance is described in an easement recorded in Miscellaneous Record 626 page 238; thence East at right angles to the East line of Grant Street and 200 feet North of and parallel with the North line of said entrance parcel 120 feet to the point of beginning; thence North parallel with the East right-of-way line of Grant Street 282.95 feet, more or less, to a line drawn perpendicular to the West line of said Northwest 1/4 of Section 21; thence East on said perpendicular line, 30 feet; thence South 68.97 feet; thence West 24 feet; thence South 213.98 feet to a point 6 feet East of the point of beginning; thence West 6 feet to the point of beginning.

**Parcel 5:** A part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in the City of Gary, Lake County, Indiana, more particularly described as follows: Commencing at a point on the East right-of-way line of Grant Street said point being 54 feet East of the West line of said Northwest 1/4 of Section 21, and 1,799.03 feet North of the South line of said Northwest 1/4 of Section 21; thence East at right angles to the East right-of-way line of Grant Street 120.00 feet to the point of beginning; thence continuing East 120.00 feet; thence North and parallel with the East right-of-way line of Grant Street, 205.18 feet, more or less, to a point which is 78.77 feet South of a line drawn at right angles to the West line of said Northwest 1/4 of 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, recorded in right-of-way grant record 1127 page 273, in the Office of the Recorder of Lake County, Indiana; thence East perpendicular to the East right-of-way line of Grant Street 271.00 feet; thence South parallel with East right-of-way line of Grant Street 305.18 feet; thence continuing West perpendicular to the East right-of-way line of Grant Street, 391.00 feet; thence North perpendicular to said last mentioned course 100.00 feet to the point of beginning.

**Parcel 6:** That part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Beginning at a point on the East line of Grant Street which is 1,434.03 feet, North of the South line of the said Northwest 1/4 of Section 21; thence East at right angles to the East line of Grant Street a distance of 120 feet; thence North parallel to the East line of Grant Street a distance of 115 feet to the South line of the entrance parcel of the U.S. Army site, as the said entrance parcel is described in right-of-way easement, in Miscellaneous Record 626 page 238 as Document No. 811940, in Lake County, Indiana; thence West at right angles to the East line of Grant Street, along the South line of said entrance parcel a distance of 120 feet to the East line of Grant Street; thence South along the East line of Grant Street a distance of 115 feet to the point of beginning.

**Parcel 7:** That part of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in the City of Gary, in Lake County, Indiana, described as follows: Beginning at a point on the East line of Grant Street, which is 1,599.03 feet, more or less North of the South line of said Northwest 1/4 of Section 21, said point of beginning being on the North line of entrance parcel to U.S. Army Site, as the said entrance parcel is described in right of way easement, in Miscellaneous Record 626 page 238 as Document No. 811940, in Lake County, Indiana; thence East at right angles as to the East line of Grant Street, along the Northeast line of said entrance parcel a distance of 120 feet; thence North and parallel to the East line of Grant Street, a distance of 100 feet; thence West at right angles a distance of 120 feet to the East line of Grant Street; thence South along the East line of Grant Street, a distance of 100 feet to the point of beginning, in Lake County, Indiana.

**Parcel 8:** That part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Beginning at a point on the West line of said Northwest 1/4 which is 2081.98 feet North of the South line of the said Northwest 1/4 of said Section, the said point of beginning designated as Section 2 plus 35 as indicated on right of way grant to the State Highway Department of Indiana, Project No. 265, Section 22, thence East at right angles to the West line of said Northwest 1/4 of said Section a distance of 204 feet; thence North and parallel to the West line of said Northwest 1/4 of said Section a distance of 381.27 feet, more or less, to the South right of way line of the Northern Indiana Public Service Company's property; thence West along the said South right-of-way line of the said Northern Indiana Public Service Company, a distance of 204 feet to a point on the West line of the Northwest 1/4 of said Section; thence South along the West line of the said Northwest 1/4 of said Section to the place of beginning, EXCEPTING THEREFROM that part deeded to the State of Indiana, Little Calumet River Basin Development Commission by Clerk's Deed recorded April 26, 1995 as Document No. 95022966, described as follows:

Part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in the City of Gary, Lake County, Indiana, more precisely described as: Beginning at a point on the West line of said Northwest 1/4, which is 517 feet South of the

Northwest corner of Section 21; thence East on a line parallel with the North line of said Section 21 a distance of 204 feet; thence North on a line parallel with the West line of said Section 21 a distance of 329.27 feet to the South right-of-way line of the Northern Indiana Public Service Company's property; thence West along the said South right-of-way line of the said Northern Indiana Public Service Company a distance of 204 feet to a point on the West line of the Northwest 1/4 of said Section; thence South along the West line of said Section 21, a distance of 329.27 feet to the point of beginning, in the City of Gary, Lake County, Indiana.

