

Recorder Copy

THIS INSTRUMENT WAS PREPARED BY:

ABRAHAM TRIEGER, ESQ. 2009 065220  
LEVENFELD PEARLSTEIN, LLC  
2 NORTH LASALLE STREET, SUITE 1300  
CHICAGO, ILLINOIS 60602

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 SEP 24 PM 2: 33

MICHAEL A. BROWN  
RECORDER

AND, UPON RECORDATION, MAIL TO:

WHEATLAND BANK  
22495<sup>TH</sup> STREET  
NAPERVILLE, ILLINOIS 60564  
ATTENTION: \_\_\_\_\_

Loan No. 10318-301

SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT

SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT,  
ESTOPPEL, ATTORNMEN AND NON-DISTURBANCE AGREEMENT  
(Lease To Mortgage)

This Document is the property of  
the Lake County Recorder!

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMEN AND NON-DISTURBANCE AGREEMENT ("Agreement") is made August 12, 2009, by and between BL HOLDINGS, LLC, an Illinois limited liability company, successor-in-interest to BLUE LIGHT HOLDINGS, L.L.C., an Illinois limited liability company ("Owner"), ALDI (INDIANA), L.P., an Indiana limited partnership ("Lessee") and WHEATLAND BANK ("Lender").



- A. Pursuant to the terms and provisions of a lease dated June 10, 2008 ("Lease"), Owner, as "Lessor", granted to Lessee a leasehold estate in and to a portion of the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "Property").
- B. Owner has executed a Mortgage with absolute assignment of leases and rents, security agreement and fixture filing ("Mortgage") securing, among other things, a promissory note ("Note") in the principal sum of Nine Million Seven Hundred Fifty Thousand and NO/100 Dollars

38<sup>00</sup>  
CS  
RM

(\$9,750,000.00), dated November 3, 2008 and recorded December 29, 2008 as Document Number 2008 086713, in favor of Lender, which Note is payable with interest and upon the terms and conditions described therein ("**Loan**").

- C. As a condition to making the Loan secured by the Mortgage, Lender requires that the Mortgage be unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Lessee under the Lease and that the Lessee specifically and unconditionally subordinate the Lease to the lien of the Mortgage on the terms and conditions set forth herein.
- D. Owner and Lessee have agreed to the subordination, attornment and other agreements herein in favor of Lender.

NOW THEREFORE, for valuable consideration and to induce Lender to make the Loan, Owner and Lessee hereby agree for the benefit of Lender as follows:

1. **SUBORDINATION**. Owner and Lessee hereby agree that:

- 1.1 **Prior Lien**. The Mortgage securing the Note in favor of Lender, and any modifications, renewals or extensions thereof, shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease;
- 1.2 **Subordination**. Lender would not make the Loan without this agreement to subordinate; and
- 1.3 **Whole Agreement**. This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien of the Mortgage and shall supersede and cancel, but only insofar as would affect the priority between the Mortgage and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages.

AND FURTHER, Lessee individually declares, agrees and acknowledges for the benefit of Lender, that:

- 1.4 **Use of Proceeds**. Lender, in making disbursements pursuant to the Note, the Mortgage or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part;
- 1.5 **Waiver, Relinquishment and Subordination**. Lessee intentionally and unconditionally waives, relinquishes and subordinates all of Lessee's right, title and interest in and to the Property to the lien of the Mortgage and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

2. **ASSIGNMENT.** Lessee acknowledges and consents to the assignment of the Lease by Lessor in favor of Lender.

3. **ESTOPPEL.** Lessee acknowledges and represents that:

3.1 **Lease Effective.** The Lease has been duly executed and delivered by Lessee and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Lessee thereunder are valid and binding and there have been no modifications or additions to the Lease, written or oral, except as follows: Addendum to Lease Agreement dated June 10, 2008;

3.2 **No Default.** To the best of Lessee's knowledge, as of the date hereof: (i) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease; and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the Lease, except as follows: None;

3.3 **Entire Agreement.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the Property and Lessee claims no rights with respect to the Property other than as set forth in the Lease; and

3.4 **No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as follows: (if none, state "None") None.

4. **ADDITIONAL AGREEMENTS.** Lessee covenants and agrees that, during all such times as Lender is the beneficiary under the Mortgage:

4.1 **Modification, Termination and Cancellation.** Except as otherwise provided in Section 33.3 of the Lease, Lessee will not make any payment to Lessor in consideration of any termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent;

4.2 **Notice of Default.** Lessee will notify Lender in writing concurrently with any notice given to Lessor of any default by Lessor under the Lease, and Lessee agrees that Lender has the concurrent right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth in the Lease and Lessee will not declare a default of the Lease, as to Lender, if Lender cures such default within the time period provided in the Lease for the cure thereof by Lessor; provided, however, that if such default cannot with diligence be cured by Lender within such period, the commencement of action by Lender within such period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence;

4.3 **No Advance Rents.** Lessee will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease; and

4.4 **Assignment of Rents.** Upon receipt by Lessee of written notice from Lender that Lender has elected to terminate the license granted to Lessor to collect rents, as provided in the Mortgage, and directing the payment of rents by Lessee to Lender, Lessee shall comply with such direction to pay and shall not be required to determine whether Lessor is in default under the Loan and/or the Mortgage.

5. **ATTORNMENT.** In the event of a foreclosure under the Mortgage, Lessee agrees for the benefit of Lender as follows:

- 5.1 **Payment of Rent.** Lessee shall pay to Lender all rental payments required to be made by Lessee pursuant to the terms of the Lease for the duration of the term of the Lease immediately upon Lender succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee;
- 5.2 **Continuation of Performance.** Provided the Lender assumes the obligations of Lessor under the Lease, Lessee shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, and Lessee hereby attorns to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee;
- 5.3 **No Offset.** Lender shall not be liable for, nor subject to, any offsets or defenses which Lessee may have by reason of any act or omission of Lessor under the Lease (except to the extent of any offsets expressly set forth in the Lease), nor for the return of any sums which Lessee may have paid to Lessor under the Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Lessor to Lender; and
- 5.4 **Subsequent Transfer.** If Lender, by succeeding to the interest of Lessor under the Lease, should become obligated to perform the covenants of Lessor thereunder, then, upon any further transfer of Lessor's interest by Lender, all of such obligations shall terminate as to Lender.

6. **NON-DISTURBANCE.** In the event of a foreclosure under the Mortgage, so long as there shall then exist no breach, default, or event of default on the part of Lessee under the Lease, Lender agrees for itself and its successors and assigns that the leasehold interest of Lessee under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Lessee as tenant under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement; provided, however, that Lessee and Lender agree that the following provisions of the Lease (if any) shall not be binding on Lender: any option to purchase with respect to the Property; or any right of first refusal with respect to the Property.

7. **MISCELLANEOUS.**

- 7.1 **Heirs, Successors, Assigns and Transferees.** The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto; and
- 7.2 **Notices.** All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be deemed served upon delivery or, if mailed, upon the first to occur of receipt or the expiration of three (3) days after deposit in United States Postal Service, certified mail, postage prepaid and addressed to the address of Lessee or Lender appearing below:

Owner Address:

BL Holdings, LLC  
707 Skokie Blvd.  
Suite 210



Northbrook, Illinois 60062  
Attention: George Markopoulos

Lender Address:

WHEATLAND BANK  
22495<sup>th</sup> Street  
Naperville, Illinois 60564  
Attention: Michael Skykes

Lessee Address:

ALDI (Indiana), L.P.  
197 E. Division Road  
Valparaiso, Indiana 46383

provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement; and

- 7.3 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument; and
- 7.4 **Remedies Cumulative**. All rights of Lender herein to collect rents on behalf of Lessor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Lessor or others; and
- 7.5 **Paragraph Headings**. Paragraph headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.
- 7.6 **Supersedes**. This Agreement amends, restates and supersedes any prior subordination agreement, acknowledgement, attornment and non-disturbance agreement by and between Owner, Lessee and Lender relative to the Mortgage.

INCORPORATION. Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

*[SIGNATURE PAGE FOLLOWS]*

“OWNER”

BL HOLDINGS, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: George Markopoulos  
Its: Manager

“LESSEE”

ALDI (INDIANA), L.P.,  
an Indiana limited partnership

By: ALDI (Indiana), LLC, its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



“OWNER”

BL HOLDINGS, LLC,  
an Illinois limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

“LESSEE”

ALDI (INDIANA), L.P.,  
an Indiana limited partnership

By: ALDI (Indiana), LLC, its General Partner

By: *Michael J Jensen*

Name: \_\_\_\_\_

Its: \_\_\_\_\_



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

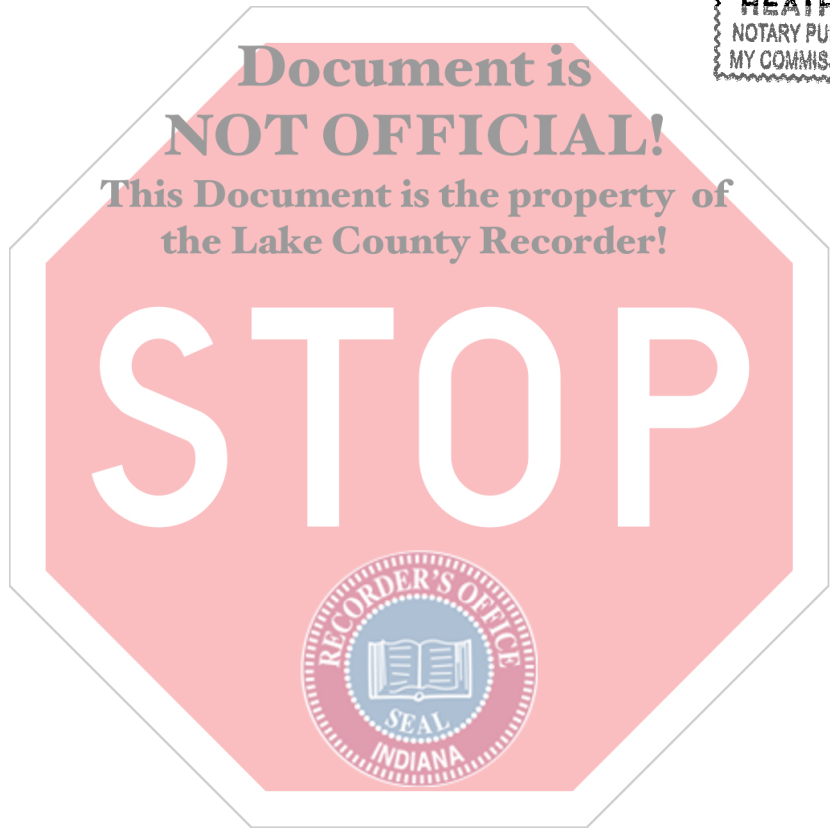
Before me, a Notary Public in and for said county, personally appeared George Markopoulos, to me personally known to be the Manager of **BL Holdings, LLC**, an Illinois limited liability company, who acknowledged that he did sign the foregoing instrument as such officer on behalf of said limited liability company; and that the same is his free act and deed as such officer, and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at NORTHMOOR, Illinois this 12 day of August, 2009.

Heather Fenche (SEAL)  
Notary Public

2-27-2010

My commission expires:



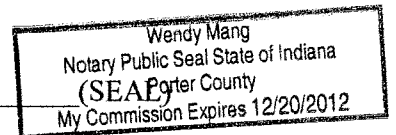


STATE OF Indiana )  
 ) SS.  
COUNTY OF Porter )

Before me, a Notary Public in and for said county, personally appeared Michael Jensen,  
to me personally known to be the Vice President of ALDI (Indiana), LLC, the General Partner of **ALDI (INDIANA), L.P.**, an Indiana limited partnership, who acknowledged that he/she did sign the foregoing instrument as such officer on behalf of said limited liability company; and that the same is his/her free act and deed as such officer, and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at \_\_\_\_\_, \_\_\_\_\_, this 17 day of August, 2009.

Wendy Mang  
Notary Public



My commission expires: 12-20-12



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ~~WILL~~ )  
COOK

Before me, a Notary Public in and for said county, personally appeared Joseph F. Knott, to me personally known to be the Senior Vice President of **WHEATLAND BANK**, who acknowledged that he/she did sign the foregoing instrument as such Senior Vice President on behalf of said bank; and that the same is his/her free act and deed as such Senior Vice President and the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at \_\_\_\_\_, this 10<sup>th</sup> day of September, 2009.

Kristie Koehler (SEAL)  
Notary Public

My commission expires: 7/5/10



I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

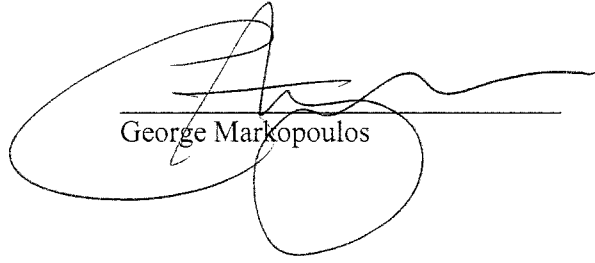
  
George Markopoulos



EXHIBIT A

DESCRIPTION OF PROPERTY

PARCEL 1:

THAT PART OF THE EAST HALF OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN AND PART OF THE WEST HALF OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF INDIANAPOLIS BOULEVARD 973.10 FEET NORTHWESTERLY OF THE THREAD OF THE STREAM OF THE LITTLE CALUMET RIVER (LOCATED AND DESCRIBED IN DOCUMENT NO. 481268 AND RECORDED MAY 13, 1963) AS MEASURED ALONG THE EAST LINE OF SAID INDIANAPOLIS BOULEVARD (SAID EAST LINE OF INDIANAPOLIS BOULEVARD HAVING A BEARING AND DISTANCE FROM THE THREAD OF THE STREAM OF NORTH 35 DEGREES 12 MINUTES 30 SECONDS WEST, AT A DISTANCE OF 553.10 AND NORTH 37 DEGREES 21 MINUTES WEST, AT A DISTANCE OF 420.0 FEET); SAID POINT ALSO BEING 60.0 FEET SOUTH 37 DEGREES 21 MINUTES EAST OF STATION 71 PLUS 80 OF LINE AA (+80.87 FEET) AS RECORDED IN INDIANA STATE HIGHWAY COMMISSION RIGHT OF WAY GRANT DOCUMENT NO. 457419 AND IN BOOK 608, PAGE 473 AND AS MEASURED ALONG SAID EAST LINE OF INDIANAPOLIS BOULEVARD; THENCE NORTH 52 DEGREES 39 MINUTES EAST, A DISTANCE OF 840.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 36 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 1103 FEET; THENCE NORTH 53 DEGREES 31 MINUTES 01 SECONDS EAST, A DISTANCE OF 101.26 FEET TO A POINT ON THE EAST LINE OF SECTION 17 AND THE WEST LINE OF SECTION 16; THENCE CONTINUING NORTH 53 DEGREES 31 MINUTES 01 SECONDS EAST, A DISTANCE OF 404.66; THENCE NORTH 36 DEGREES 28 MINUTES 59 SECONDS WEST, 319.00 FEET; THENCE NORTH 53 DEGREES 31 MINUTES 01 SECONDS EAST, 64.00 FEET; THENCE NORTH 36 DEGREES 28 MINUTES 59 SECONDS WEST 561.87 FEET TO A POINT ON CURVE NO. 1, HAVING A RADIUS OF 1050.00 FEET; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 378.65 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 76 DEGREES 06 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 376.60 FEET; TO A POINT OF CURVE NO. 2 SAID CURVE NO. 2 HAVING A RADIUS OF 200.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE NO. 2, A DISTANCE OF 186.75 FEET TO THE P. T. OF CURVE NO. 2; THENCE SOUTH 52 DEGREES 39 MINUTES WEST, A DISTANCE OF 60.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 (AMONG OTHER LAND) AS CREATED BY GRANT OF EASEMENT DATED MARCH 17, 1969 AND RECORDED MAY 1, 1969, AS DOCUMENT NO. 14765, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE LAND DESCRIBED AS FOLLOWS:

PART OF THE EAST HALF OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF INDIANAPOLIS BOULEVARD 913.00 FEET NORTHWESTERLY OF THE THREAD OF THE STREAM OF THE LITTLE CALUMET RIVER (LOCATED AND DESCRIBED IN DOCUMENT NO. 481268 RECORDED ON MAY 13, 1963) AS MEASURED ALONG THE EAST LINE OF SAID INDIANAPOLIS BOULEVARD (SAID EAST LINE OF INDIANAPOLIS BOULEVARD HAVING A

BEARING AND DISTANCE FROM THE THREAD OF THE STREAM OF NORTH 35 DEGREES 12 MINUTES 30 SECONDS WEST, AT A DISTANCE OF 553.10 FEET AND NORTH 37 DEGREES 21 MINUTES WEST, AT A DISTANCE OF 360.00 FEET); SAID POINT BEING 120.00 FEET SOUTH 37 DEGREES 21 MINUTES EAST OF STATION 71+80 OF LINE AA (+80.87 FEET) AS RECORDED IN INDIANA STATE HIGHWAY COMMISSION RIGHT OF WAY GRANT RECORDED MARCH 18, 1950, AS DOCUMENT NO. 457419 AND IN BOOK 608, PAGE 473) AND AS MEASURED ALONG SAID EAST LINE OF INDIANAPOLIS BOULEVARD; THENCE NORTH 37 DEGREES 21 MINUTES WEST ALONG SAID EAST LINE A DISTANCE OF 60 FEET; THENCE NORTH 52 DEGREES 39 MINUTES EAST, A DISTANCE OF 840 FEET; THENCE SOUTH 36 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 60 FEET; THENCE SOUTH 52 DEGREES 39 MINUTES WEST, 840 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

A 40 FOOT EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED NOVEMBER 25, 1985 AND RECORDED DECEMBER 20, 1985 AS DOCUMENT NO. 833951 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE LAND DESCRIBED AS FOLLOWS:

PART OF THE EAST HALF OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF INDIANAPOLIS BOULEVARD 913.00 FEET NORTHWESTERLY OF THE THREAD OF THE STREAM OF THE LITTLE CALUMET RIVER (LOCATED AND DESCRIBED IN DOCUMENT NO. 481268 RECORDED ON MAY 13, 1963) AS MEASURED ALONG THE EAST LINE OF SAID INDIANAPOLIS BOULEVARD (SAID EAST LINE OF INDIANAPOLIS BOULEVARD HAVING A BEARING AND DISTANCE FROM THE THREAD OF THE STREAM OF NORTH 35 DEGREES 12 MINUTES 30 SECONDS WEST, AT A DISTANCE OF 553.10 FEET AND NORTH 37 DEGREES 21 MINUTES WEST, AT A DISTANCE OF 360.00 FEET); SAID POINT BEING 120.00 FEET SOUTH 37 DEGREES 21 MINUTES EAST OF STATION 71+ 80 OF LINE AA (+80.87 FEET) AS RECORDED IN INDIANA STATE HIGHWAY COMMISSION RIGHT OF WAY GRANT RECORDED MARCH 18, 1950, AS DOCUMENT NO. 457419 AND IN BOOK 608, PAGE 473) AND AS MEASURED ALONG SAID EAST LINE OF INDIANAPOLIS BOULEVARD; THENCE NORTH 37 DEGREES 21 MINUTES WEST ALONG SAID EAST LINE A DISTANCE OF 60 FEET; THENCE NORTH 52 DEGREES 39 MINUTES EAST, A DISTANCE OF 840 FEET; THENCE SOUTH 36 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 36 DEGREES 28 MINUTES 59 SECONDS EAST, 943.0 FEET; THENCE SOUTH 53 DEGREES 31 MINUTES 01 SECONDS WEST, 40.0 FEET; THENCE NORTH 36 DEGREES 28 MINUTES 59 SECONDS WEST, 943.0 FEET; THENCE NORTH 53 DEGREES 31 MINUTES 01 SECOND EAST, 40.0 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PART OF SOUTHEAST ¼ SECTION 17, TOWNSHIP 36 NORTH RANGE 9 WEST OF THE 2<sup>ND</sup> PRINCIPAL MERIDIAN, IN HAMMOND, DESCRIBED AS FOLLOWS; COMMENCING ON THE EAST LINE OF INDIANAPOLIS BOULEVARD 313.10 FEET NORTHWESTERLY OF THE THREAD OF THE STREAM OF THE LITTLE CALUMET RIVER LOCATED AND DESCRIBED IN DOCUMENT 481268 RECORDED MAY 13, 1963 AS MEASURED ALONG SAID EAST LINE, SAID EAST LINE HAVING A BEARING OF NORTH 35 DEGREES 12 MINUTES 30 SECONDS WEST; THENCE CONTINUING NORTH 35 DEGREES 12 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE 240 FEET; THENCE NORTH 37 DEGREES 21 MINUTES WEST 360 FEET;



THENCE NORTH 52 DEGREES 39 MINUTES EAST 800 FEET; THENCE SOUTH 36 DEGREES 28 MINUTES 59 SECONDS EAST 630 FEET; THENCE SOUTH 54 DEGREES 48 MINUTES 21 SECONDS WEST 800 FEET TO THE PLACE OF BEGINNING; EXCEPT THEREFROM THAT PART CONVEYED TO THE STATE OF INDIANA IN A DEED RECORDED NOVEMBER 6, 1995 AS DOCUMENT NO. 95067542. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PART OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2<sup>ND</sup> PRINCIPAL MERIDIAN, IN HAMMOND, DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF INDIANAPOLIS BLVD. 913.10 FEET NORTHWESTERLY OF THE THREAD OF THE STREAM OF THE LITTLE CALUMET RIVER LOCATED AND DESCRIBED IN DOCUMENT NO. 481268 RECORDED MAY 13, 1963 AS MEASURED ALONG SAID EAST LINES SAID EAST LINES HAVING A BEARING OF NORTH 35 DEGREES 12 MINUTES 30 SECONDS WEST AND NORTH 37 DEGREES 21 MINUTES WEST; THENCE NORTH 37 DEGREES 21 MINUTES WEST ALONG SAID EAST LINE 60 FEET THENCE NORTH 52 DEGREES 39 MINUTES EAST 800 FEET; THENCE SOUTH 36 DEGREES 28 MINUTES 59 SECONDS EAST 60 FEET; THENCE SOUTH 52 DEGREES 39 MINUTES WEST 800 FEET TO THE PLACE OF BEGINNING.

