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THIS DOCUMENT WAS PREPARED BY  
AND AFTER RECORDING, RETURN TO:

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2009 066098

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2009 SEP 30 AM 8:35  
MICHAEL A. BROWN  
RECORDER

TAX INDEX NUMBER: 8  
KEY NUMBER: 15-124-3

PROPERTY ADDRESS:

8919 Colorado  
Merrillville, Indiana 46410-7208

THIRD AMENDMENT TO MORTGAGE,  
SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

This **THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES** dated as of August 31, 2009 (the "**Third Amendment**") is entered into by and between **BIG SKY PARK, L.L.C.** (the "**Mortgagor**"), an Illinois limited liability company, whose address is c/o Crown Packaging International, Inc., 2345 West Hubbard Street, Chicago, Illinois, and **BANK OF AMERICA, N.A.** (the "**Mortgagee**"), as successor to LaSalle Bank National Association (formerly known as LaSalle National Bank), a national banking association with an address of One Federal Street, Boston, Massachusetts 02110.

RECITALS:

A. Whereas, the Mortgagor executed and delivered to the Mortgagee that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated as of April 26, 1999, and recorded on April 28, 1999 as Document Number 990035981 with the Office of the Recorder of Deeds of Lake County, Indiana, as amended by that certain First Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases dated as of June 30, 2003 and recorded on July 23, 2004 as Document Number 2004062233 with the Office of the Recorder of Deeds of Lake County, Indiana, and as further amended by that certain Second Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases dated December 20, 2007 and recorded on January 10, 2008 as Document Number 2008002257 with the Office of the Recorder of Deeds of Lake County, Indiana (as amended, the "**Mortgage**"), and which Mortgage encumbers certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "**Premises**"); and

B. Whereas, the Mortgagor and the Mortgagee entered into that certain Reimbursement Agreement dated as of April 29, 1999 executed by and between the Mortgagor and the Mortgagee (as amended, the "**Reimbursement Agreement**"), as modified and amended

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from time to time, and, in connection with the Reimbursement Agreement, and the Mortgagee issued that certain Irrevocable Transferable Letter of Credit No. S516949 issued to LaSalle Bank National Association, as trustee (in its capacity as trustee under the Indenture, the “**Trustee**”) on account of the Mortgagor in the original face amount of Six Million Eighty Eight Thousand Seven Hundred Sixty Eight and 00/100 Dollars (\$6,088,768.00) (together with any and all amendments thereto or substitutions therefor, the “**Letter of Credit**”), which Letter of Credit secures certain Industrial Development Revenue Bonds, Series 1999 (Big Sky Park, LLC Project) (the “**Bonds**”) in the aggregate principal amount of Six Million and 00/100 Dollars (\$6,000,000.00) issued by the Indiana Development Finance Authority (the “**Issuer**”) under and pursuant to that certain Indenture of Trust dated as of April 1, 1999 executed by and between the Issuer and Trustee, the proceeds from the sale of which Bonds were loaned by the Issuer to the Mortgagor under and pursuant to that certain Loan Agreement dated as of April 1, 1999 (the “**Issuer Agreement**”) executed by and between the Issuer and the Mortgagor in order to finance the acquisition of the Premises, the construction of certain improvements on the Premises, and the acquisition and installation of certain equipment on the Premises; and

C. Whereas, in connection with the Mortgagor’s obligations to the Mortgagee under the Reimbursement Agreement and the Letter of Credit, the Mortgagor executed and delivered to the Mortgagee that certain Letter of Credit Note dated April 29, 1999 in the original principal amount of Six Million Eighty Eight Thousand Seven Hundred Sixty Eight and 00/100 Dollars (\$6,088,768.00); and

D. Whereas, the Mortgagor executed and delivered to the Mortgagee that certain Continuing Unconditional Guaranty (the “**Revolving Guaranty**”) dated as of April 30, 2002, pursuant to which, among other things, the Mortgagor guaranteed the full payment and performance of all obligations of Crown Packaging International, Inc., a Delaware corporation (“**Crown**”), and Polycon Industries, Inc., an Illinois corporation (“**Polycon**”, and collectively, jointly and severally with Crown, the “**Guarantors**”), to the Mortgagee, including, without limitation, all obligations under that certain Loan and Security Agreement dated as of October 20, 1998, executed by and among the Guarantors and the Mortgagee, as modified and amended from time to time, and as evidenced by that certain Revolving Note dated as of December 20, 2007 in the original maximum principal amount of Six Million and 00/100 Dollars (\$6,000,000.00), jointly and severally executed by the Guarantors and made payable to the order of the Mortgagee; and

E. Whereas, the Mortgagor and the Mortgagee entered into a certain loan arrangement evidenced by, among other documents, instruments, and agreements, the following (collectively, the “**\$500K Loan Documents**”): (i) that certain Promissory Note dated July 10, 2007 made by the Mortgagor payable to the Mortgagee in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), (ii) that certain Business Loan Agreement dated June 30, 2008 by and between the Mortgagor and the Mortgagee, and (iii) that certain Loan Modification Agreement dated June 30, 2009 by and between the Mortgagor and the Mortgagee, among others; and

F. Whereas, as of the date hereof, the Mortgagor and the Mortgagee are entering into that certain Second Loan Modification Agreement with respect to the \$500K Loan Documents (the “**Agreement**”); and

G. Whereas, the Mortgagee requires, as a condition to the effectiveness of the Agreement, that the Mortgagor execute and deliver this Third Amendment to the Mortgage.

NOW, THEREFORE, in consideration of the foregoing, the Mortgagor and the Mortgagee hereby agree as follows:

A G R E E M E N T S:

1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this Third Amendment.

2. Definitions. Capitalized words and phrases not otherwise defined herein shall have the respective meanings assigned thereto in the Mortgage.

3. Mortgage Amendments. The Mortgage is hereby amended as follows:

(a) The first (1<sup>st</sup>) paragraph after the heading "Granting Clause" on page two (2) of the Mortgage, which paragraph continues onto page three (3) and ends with the words "subject to the terms and conditions herein:", is hereby deleted in its entirety and the following inserted in its place:

" To secure the payment and performance of any and all liabilities, debts and obligations of Mortgagor to Mortgagee, now or hereafter, each of every kind, nature and description, including, without limitation, the following (all indebtedness and liabilities secured hereby being hereinafter referred to collectively as the "Liabilities"):

(i) all obligations and liabilities of Mortgagor to Mortgagee under and pursuant to that certain Reimbursement Agreement dated April 29, 1999 between Mortgagee and Mortgagor, as amended by that certain First Amendment to Reimbursement Agreement dated as of January 31, 2001, as amended by that certain Amendment No. 1 to Reimbursement Agreement dated as of September 27, 2002, as amended by that certain Waiver and Third Amendment to Reimbursement Agreement dated as of June 30, 2003, as amended by that certain Fourth Amendment to Reimbursement Agreement dated as of April 5, 2004, as amended by that certain Fifth Amendment to Reimbursement Agreement dated as of June 30, 2005, as amended by that certain Sixth Amendment to Reimbursement Agreement dated as of February 5, 2007, and as further amended by that certain Seventh Amendment to Reimbursement Agreement dated as of December 20, 2007 (as amended, and as may be further modified, amended, restated, supplemented, and/or replaced from time to time, collectively, the "Reimbursement Agreement"), and as evidenced by that certain Letter of Credit Note dated April 29, 1999 made by Mortgagor in favor of Mortgagee in the original principal amount of Six Million Eighty Eight Thousand Seven Hundred Sixty Eight and 00/100 Dollars (\$6,088,768.00) (as may be modified, amended, restated, supplemented, and/or replaced from time to time, the "Letter of Credit Note");

(ii) all obligations and liabilities of Mortgagor to Mortgagee under and pursuant to that certain Continuing Unconditional Guaranty (the "Revolving Guaranty") dated as of April 30, 2002, pursuant to which, among other things, Mortgagor guaranteed the full payment and performance of any and all obligations of Crown Packaging International, Inc., a Delaware corporation ("Crown"), and Polycon Industries, Inc., an Illinois corporation ("Polycon", and collectively, jointly

and severally with Crown, the "Guarantors"), to Mortgagee, including, without limitation, all obligations of the Guarantors under that certain Loan and Security Agreement dated as of October 20, 1998 by and among the Guarantors and Mortgagee, as amended by that certain First Amendment to Loan and Security Agreement dated as of April 29, 1999 executed by and among the Guarantors and Mortgagee, as amended by that certain Waiver and Second Amendment to Loan and Security Agreement dated as of January 31, 2001 executed by and among the Guarantors and Mortgagee, as amended by that certain Waiver and Third Amendment to Loan and Security Agreement dated as of April 30, 2002 executed by and among the Guarantors and Mortgagee, as amended by that certain Fourth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of April 30, 2003 executed by and among the Guarantors, Mortgagor, and Mortgagee, as amended by that certain Fifth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of June 30, 2003 executed by and among the Guarantors, Mortgagor, and Mortgagee, as amended by that certain Sixth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of April 5, 2004 executed by and among the Guarantors, Mortgagor, and Mortgagee, as amended by that certain Seventh Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of June 30, 2005 executed by and among the Guarantors, Mortgagor, and Mortgagee, as amended by that certain Eighth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of February 5, 2007 executed by and among the Guarantors, Mortgagor, and Mortgagee, as amended by that certain Ninth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of December 20, 2007, executed by and among the Guarantors, Mortgagor, and Mortgagee, as amended by that certain Tenth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of February 29, 2008 executed by and among the Guarantors, Mortgagor, and Mortgagee, and as further amended by that certain Eleventh Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of September 30, 2008 executed by and among the Guarantors, Mortgagor, and Mortgagee (as amended, and as may be further modified, amended, restated, supplemented, and/or replaced from time to time, collectively, the "Loan Agreement"), and as evidenced by that certain Revolving Note dated as of December 20, 2007 made jointly and severally by the Guarantors payable to t4eh Mortgagee in the original maximum principal amount of Six Million and 00/100 Dollars (\$6,000,000.00)(as amended, and as may be further modified, amended, restated, supplemented, and/or replaced from time to time, collectively, the "Revolving Note");

(iii) all obligations and liabilities of Mortgagor to Mortgagee under and pursuant to the following (collectively, together with all future modifications, amendments, restatements, supplements, substitutions and replacements thereof, the "\$500K Loan Documents"): (i) that certain Promissory Note dated July 10, 2007 made by Mortgagor payable to Mortgagee in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (as amended, and as may be further modified, amended, restated, supplemented, and/or replaced from time to time, collectively, the "\$500k Note"), (ii) that certain Business Loan Agreement dated June 30, 2008 by and between Mortgagee and Mortgagor, and (iii) that certain Loan Modification Agreement dated June 30, 2009 by and between Mortgagee and Mortgagor, among others;

(iv) any obligations and liabilities of Mortgagor to Mortgagee, the Guarantors and/or any of its subsidiaries or affiliates under and pursuant to any interest rate, currency or commodity swap agreement, cap agreement or collar agreement, executed by and between Mortgagor, any of the Guarantors and/or any



of its subsidiaries or affiliates and Mortgagee from time to time (collectively, "Interest Rate Agreements");

(v) any and all further modifications, amendments, restatements, supplements, and replacements to the Reimbursement Agreement, the Letter of Credit Note, the Revolving Guaranty, the Loan Agreement, the Revolving Note, the Interest Rate Agreements and/or the \$500K Loan Documents (the Reimbursement Agreement, the Letter of Credit Note, the Revolving Guaranty, the Loan Agreement, the Revolving Note, the Interest Rate Agreements, the \$500K Loan Documents, the Mortgage, such other mortgages, security agreements, assignments of leases and rents, guaranties, letters of credit, and any other documents and instruments now or hereafter executed and delivered in connection with the Liabilities, and any and all amendments, renewals, extensions and replacements hereof and thereof, being referred to collectively as the "Loan Documents" and individually as a "Loan Document"); and

(vi) any and all other indebtedness and obligations of Mortgagor, the Guarantors or any party related thereto or affiliated therewith to Mortgagee, whether now existing or hereafter created, absolute or contingent, direct or indirect, liquidated or unliquidated, or otherwise,

Mortgagor does hereby convey, mortgage, warrant, assign, transfer, pledge and deliver to Mortgagee the following described property subject to the terms and conditions herein:"

(b) Section 2.1(b) on page fifteen (15) of the Mortgage is hereby deleted in its entirety and the following inserted in its place:

"(b) The occurrence of (i) an "Event of Default" under, and as defined in, the Reimbursement Agreement, the Letter of Credit Note, the Loan Agreement, the Revolving Note, and/or the \$500K Loan Documents and/or (ii) any default under the Revolving Guaranty, the Interest Rate Agreements, or any other documents and/or agreements by and between Mortgagor and Mortgagee and/or by and among any of the Guarantors and the Mortgagee, or any instrument executed and delivered by Mortgagor and/or any of the Guarantors to Mortgagee, now existing or hereinafter arising, and all modifications, amendments, restatements, substitutions, renewals and replacements of any of the foregoing."

(c) Section 4.2 on page nineteen (19) of the Mortgage is hereby amended by deleting the notice address for the Mortgagee, in inserting the following in its place:

"If to Mortgagee:

Bank of America, N.A.  
One Federal Street  
Boston, Massachusetts 02110  
Attention: Robert L. Wallace, Jr., Senior Vice President  
Email: robert.l.wallace@bankofamerica.com

With a copy via telecopier to:

Riemer & Braunstein LLP  
Three Center Plaza  
Boston, Massachusetts 02108  
Telecopier No. (617) 880-3456

Attention: Mark S. Scott, Esquire”

- (d) The term “Mortgagee” as defined in the Mortgage is hereby amended to refer in all instances to Bank of America, N.A., as successor to LaSalle Bank National Association, its subsidiaries and affiliates, and its and their successors and assigns.

4. Revolving Line of Credit. The Mortgage is given to secure, among other things, the guaranty of a revolving credit loan and shall secure not only presently existing indebtedness under the Loan Agreement, the Revolving Note, the Revolving Guaranty, the Reimbursement Agreement, the Letter of Credit Note, the Interest Rate Agreements, and the \$500K Loan Documents, but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof to the same extent as if such future advances were made on the date of the execution of this Third Amendment, although there may be no advanced made at the time of execution of this Third Amendment and although there may be no indebtedness outstanding at the time any advance is made. The lien of the Mortgage shall be valid as to all such indebtedness including future advances, from the time of the filing for record of this Third Amendment in the Office of the Recorder of Deeds of Lake County, Indiana. The Mortgage secures, among other Indebtedness, a “revolving credit” arrangement within the meaning of IC 32-29-1-10. The total amount of indebtedness may increase or decrease from time to time, as provided in the Loan Agreement, the Revolving Note, the Revolving Guaranty, the Reimbursement Agreement, the Letter of Credit Note, the Interest Rate Agreements, the \$500K Loan Documents, and any disbursements which the Lender may make under the Mortgage, the Loan Agreement, the Revolving Note, the Revolving Guaranty, the Reimbursement Agreement, the Letter of Credit Note, the Interest Rate Agreements, the \$500K Loan Documents or any other document with respect hereto (e.g., for payment of taxes, insurance premiums or other advances to protect the Mortgagee’s liens and security interests, as permitted hereby) shall be additional indebtedness secured by the Mortgage. The Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

5. Maximum Indebtedness. Notwithstanding anything contained herein or in the Loan Agreement, the Revolving Note, the Revolving Guaranty, the Reimbursement Agreement, the Letter of Credit Note, the Interest Rate Agreements, the \$500K Loan Documents or the Mortgage to the contrary, in no event shall the indebtedness secured by the Mortgage exceed an amount equal to Twenty Million and 00/100 Dollars (\$20,000,000.00); provided, however, in no event shall the Mortgagee be obligated to advance funds or issue letters of credit in excess of the aggregate face amount of the Revolving Note and the Letter of Credit Note.

6. Continued Effect; Confirmation of Obligations. All the terms of the Mortgage are hereby incorporated by reference herein, and the Mortgage, except as modified by this Third Amendment, shall remain in full force and effect in all respects. The Mortgagor, by execution of this Third Amendment, hereby: (a) restates, confirms, reaffirms, assumes, and binds itself to all of the obligations, duties, rights, covenants, terms, and conditions that are contained in the Mortgage, as modified by this Third Amendment; (b) acknowledges and agrees that the Mortgagee, by entering into this Third Amendment, does not waive any existing or future default

under the Mortgage, or any rights or remedies thereunder; (c) acknowledges and agrees that the Mortgagee has not heretofore waived any Event of Default under any of the Loan Agreement, the Revolving Note, the Revolving Guaranty, the Reimbursement Agreement, the Letter of Credit Note, the Interest Rate Agreements, or the \$500K Loan Documents, or any rights or remedies thereunder; and (d) acknowledges that none of the Mortgagor or any of the Guarantors has any set-off, defense or counterclaim to the payment or performance of any of their respective obligations under the Loan Agreement, the Revolving Note, the Revolving Guaranty, the Reimbursement Agreement, the Letter of Credit Note, the Interest Rate Agreements, the \$500K Loan Documents or the Mortgage, as modified by this Third Amendment.

7. Conditions Precedent. This Third Amendment shall become effective as of the date first written after receipt by the Lender of the following documents:

- (a) Third Amendment. This Third Amendment shall have been duly executed by the parties hereto and an original delivered to the Mortgagee; and
- (b) Other. Such other documents, certificates, resolutions and/or opinions of counsel as the Mortgagee may reasonably request.

8. Date-Down Endorsement. The Mortgagee acknowledges and agrees that it shall constitute an Event of Default under the Mortgage and a default under each of the other Loan Documents in the event that the Mortgagee is unable to obtain a Date-Down Endorsement issued by Chicago Title Insurance Company to the Mortgagee's loan policy number 199002561 dated April 29, 1999 to reflect the recordation of the Third Amendment without prior liens other than the Mortgage and any amendments thereto.

9. Successors. The Mortgage, as modified by this Third Amendment, shall inure to the benefit of the parties hereto and to the Mortgagee's successors and assigns, and shall be binding upon the parties hereto and their respective successors, assigns, and legal representatives.

10. Severability. In the event any provision of this Third Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.


11. Governing Law. This Third Amendment is prepared and entered into with the intention that the law of the State of Indiana shall govern its construction and enforcement.

12. Execution of Counterparts. This Third Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have executed this Third Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases as of the date and year first above written.

BIG SKY PARK L.L.C., an  
Illinois limited liability company

By:   
Name: BERNIE BLITSTEIN  
Title: MANAGER

BANK OF AMERICA, N.A., a national  
banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_






IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have executed this Third Amendment to Mortgage, Security Agreement and Assignment of Rents and Leases as of the date and year first above written.

BIG SKY PARK L.L.C., an  
Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK OF AMERICA, N.A., a national  
banking association

By:  \_\_\_\_\_  
Name: ROBERT L. WALLACE  
Title: SVP



STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the state aforesaid, DO HEREBY CERTIFY that Heide Blitstein, the Manager of BIG SKY PARK L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of AUG., 2009.

Natalia Ebert  
 Notary Public

My Commission Expires: 8/09/2010

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

**Document is NOT OFFICIAL**  
**This Document is the property of the Lake County Recorder!**



The undersigned, a Notary Public in and for the said County, in the state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, a \_\_\_\_\_ of BANK OF AMERICA, N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such \_\_\_\_\_, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.



\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, the Manager of BIG SKY PARK L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

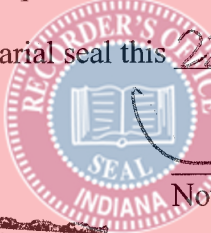
*Massachusetts*  
*Si Hook*

**Document is NOT OFFICIAL!**

**Document is the property of the Lake County Recorder!**

The undersigned, a Notary Public in and for the said County, in the state aforesaid, DO HEREBY CERTIFY that *Robert Wallace* a *SVP* of BANK OF AMERICA, N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such *known to me* he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *22* day of *Sept*, 2009.



\_\_\_\_\_  
Notary Public

My Commission Expires: *1-18-13*

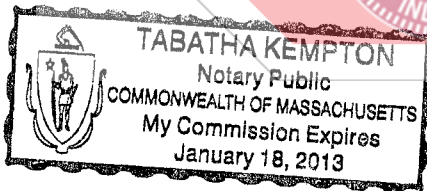


EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

THE NORTH 20 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2<sup>ND</sup> PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 58 MINUTES 33 THIRDS EAST, 1325.27 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 05 MINUTES 00 THIRDS EAST, 657.14 FEET ALONG THE SAID EAST LINE, TO THE SOUTH LINE OF THE NORTH 20 ACRES OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 58 MINUTES 33 THIRDS WEST, 1326.23 FEET ALONG SAID SOUTH LINE, TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 00 THIRDS EAST, 657.14 FEET ALONG SAID WEST LINE, TO THE POINT OF BEGINNING.

PROPERTY ADDRESS OF REAL ESTATE:

8919 Colorado  
Merrillville, Indiana 46410-7208

TAX INDEX NUMBER: 8

KEY NUMBER: 15-124-3

1167957.2

