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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 027679

2011 MAY 18 AM 9:37

MICHELLE C. FAJMAN  
RECORDER

**LESSEE'S CONSENT TO ASSIGNMENT OF LEASE**

The undersigned, Indi-Illi Mexican Food Co Inc., duly organized under the laws of Indiana, as Lessee in the Lease identified in the foregoing Assignment of Lease, hereby joins in the execution of said instrument for the purpose of consenting to such an assignment, with the right of reassignment, and to all of the terms and conditions thereof, the undersigned hereby certifies that it has no agreements with the Assignor with respect to the property covered by such Lease, that said Lease is valid and binding in accordance with its terms, and that no defaults presently exist thereunder.

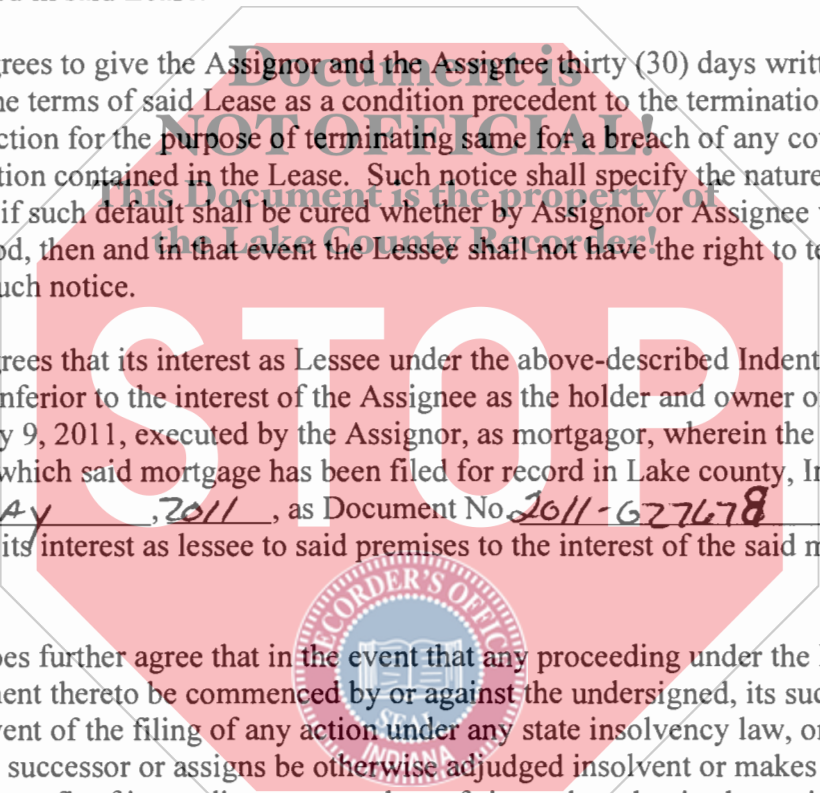
Further, the undersigned agrees that so long as the Assignee has not foreclosed the pledge of the Lease Agreement and has not taken over the obligation of the Assignor, it shall not be liable for any of the duties or obligations of the Assignor-Lessor, who shall remain liable for all of the obligations contained in said Lease.

The undersigned agrees to give the Assignor and the Assignee thirty (30) days written notice of any default under the terms of said Lease as a condition precedent to the termination of Lease before taking any action for the purpose of terminating same for a breach of any covenant, agreement or condition contained in the Lease. Such notice shall specify the nature of the alleged default and if such default shall be cured whether by Assignor or Assignee within said thirty (30) day period, then and in that event the Lessee shall not have the right to terminate the Lease pursuant to such notice.

The undersigned agrees that its interest as Lessee under the above-described Indenture of Lease is subordinate and inferior to the interest of the Assignee as the holder and owner of a certain mortgage dated May 9, 2011, executed by the Assignor, as mortgagor, wherein the Assignee is named mortgagee, which said mortgage has been filed for record in Lake county, Indiana on the 18<sup>th</sup> day of MAY, 2011, as Document No. 2011-627678, and does hereby subordinate its interest as lessee to said premises to the interest of the said mortgagee as herein described.

The undersigned does further agree that in the event that any proceeding under the Bankruptcy Act or any amendment thereto be commenced by or against the undersigned, its successors and assigns, or in the event of the filing of any action under any state insolvency law, or in the event the undersigned, its successor or assigns be otherwise adjudged insolvent or makes an assignment for the benefit of its creditors, assets thereof situated on demised premises, or on the leasehold state created thereby, the said Lease, at the option of the Lessor or Assignee, shall immediately cease and terminate, and shall in no wise be treated as an asset of the undersigned, its successors and assigns, after exercise of the aforesaid option and Assignor-Lessor or Assignee

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FIDELITY NATIONAL TITLE  
INSURANCE COMPANY  
Valparaiso, IN 46383



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shall have the right, after the exercise of the aforesaid option, to forthwith enter and repossess themselves of said premises as of the original estate.

The undersigned agrees that Lessor may mortgage any or all of its property located on the leased premises and in the event of a foreclosure involving such property, the mortgage shall be permitted a reasonable time to remove any of such property and its lien thereon shall be prior in lien to any claim of the Lessee.

The foregoing shall constitute an amendment to the said Lease and the provisions hereof shall govern if in conflict with any of the provision contained in the original Lease.

Dated this 9 day of May, 2011.

**Indi-Illi Mexican Food Co Inc.**

By: *Eric Opperman*  
Eric Opperman, President

**Document is NOT OFFICIAL!**

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STATE OF Indiana )

) SS:

COUNTY OF Porter )

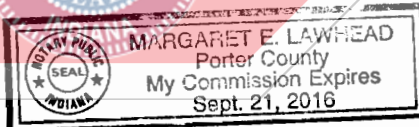
Before me, the undersigned, a Notary Public for the State of Indiana, personally appeared Eric Opperman, President of Indi-Illi Mexican Food Co Inc., being first duly sworn by me upon their oath, state that the facts alleged in the foregoing instrument are true. Signed and sealed this 9 day of May, 2011.

*Margaret E. Lawhead*  
Notary Public Margaret E. Lawhead

My Commission Expires: 9-21-16

My County of Residence: Porter

This instrument was prepared by:  
Amy S. Thurmond, Attorney at Law  
4181 E. 96<sup>th</sup> St, Suite 200  
Indianapolis, IN 46240



"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." Amy S. Thurmond, Attorney at Law.

No: 920111290

## LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 21, Township 36 North, Range 7 West of the Second Principal Meridian, Hobart Township, Lake County, Indiana, which is described as: Beginning at a point on the South Line of said Section which is East (assumed bearing) 927.00 feet from the Southwest corner of said Section; thence North 01 degrees 44 minutes West 240 feet; thence East 239.00 feet; thence South 01 degrees 44 minutes West 240 feet; thence West along the South line of said Section, 239.00 feet to the point of beginning, excepting therefrom the following described real estate: A part of the South half of the Southwest Quarter of Section 21, Township 36 North, Range 7 West, Lake County, Indiana described as follows: Commencing at the Southwest corner of said Section; thence South 89 degrees 32 minutes 06 seconds 952.00 feet along the South line of said Section to the prolonged East boundary of said St. Joseph Place to where the North boundary of U.S.R. 6 (37th Avenue) meets the East boundary of said St. Joseph Place and the point of beginning of this description; thence North 1 degrees 15 minutes 22 seconds West 20.01 feet along the boundary of said St. Joseph Place; thence South 42 degrees 49 minutes 36 seconds East 27.52 feet to the North boundary of said U.S.R. 6; thence North 89 degrees 25 minutes 57 seconds West 18.27 feet along the boundary of said U.S.R. 6 to the point of beginning.

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