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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MICHELLE R. FAJMAN

# SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

### by and from

HORSESHOE HAMMOND, LLC, successor to Horseshoe Hammond, Inc.,

as Mortgagor

620083775CM

to

BANK OF AMERICA, N.A., in its capacity as Collateral Agent, as Mortgagee

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Location: [Parcel 26-37-0059-003, Parcel 26-37-0098-0005, Parcel 26-37-0098-0006, 1114 Indianapolis Avenue, 1129 5th Avenue, 200 North BL., Indianapolis Boulevard (Parcel 26-37-0123-0015), Parcel 26-37-0124-0016

Municipality: Hammond

Counties:

Lake

Indiana

State:

RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO:

> Athy A. Mobilia, Esq. Cahill Gordon & Reindel LLP 80 Pine Street New York, NY 10005

Prepared by Jeffrey S. Held, Esq. O'Melveny & Myers LLP 7 Times Square New York, New York 10036

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**CTIC** Has made an accomodation recording of the instrument.

# SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "Amendment"), effective as of May 20, 2011 (the "Effective Date"), is made and entered into on May 20, 2011, by and between Horseshoe Hammond, LLC, an Indiana limited liability company, successor to Horseshoe Hammond, Inc., as mortgagor, assignor and debtor (in such capacities and together with any successors in such capacities, "Mortgagor"), whose address is One Caesars Palace Dr., Las Vegas, NV 89109, and Bank of America, N.A., as Collateral Agent (in such capacity, "Collateral Agent") for the Secured Parties (as defined in the Collateral Agreement), having an address at 901 Main Street, Mail Code TXI-492-14-11, Dallas, TX 75202 (Collateral Agent, together with its successors and assigns, "Mortgagee").

WHEREAS, on January 28, 2008 (the "Original Closing Date"), (a) Hamlet Merger Inc. (merged on January 28, 2008 with and into Harrah's Entertainment, Inc., "Holdings"), Harrah's Operating Company, Inc. (the "Borrower"), the Lenders party thereto from time to time, Bank of America, N.A., as administrative agent (the "Administrative Agent"), Collateral Agent, Deutsche Bank AG New York Branch, as syndication agent (the "Syndication Agent"), and Citibank N.A., Credit Suisse, Cayman Islands Branch, JPMorgan Chase Bank, N.A., Merrill Lynch Pierce, Fenner & Smith Incorporated, Goldman Sachs Credit Partners L.P., Morgan Stanley Senior Funding, Inc. and Bear Stearns Corporate Lending, Inc., as co-documentation agents (the "Co-documentation Agents") entered into that certain Credit Agreement dated as of January 28, 2008 (as amended by the Amendment and Waiver to Credit Agreement dated as of June 3, 2009, and the Incremental Facility Amendment to Credit Agreement dated as of September 26, 2009, the "Existing Credit Agreement") whereby the Lenders (as defined in the Existing Credit Agreement) extended credit to the Borrower subject to the terms and conditions set forth in such Existing Credit Agreement and (b) the Borrower, the subsidiaries of the Borrower identified therein (including the Mortgagor) (the "Subsidiary Pledgors") and the Collateral Agent, entered into that certain Collateral Agreement (as amended and restated as of June 10, 2009 and as the same may be further amended, restated, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement") whereby a first priority lien was granted to the Collateral Agent, for the benefit of the "Secured Parties", as defined in the Collateral Agreement, on substantially all of the Borrower's and the Subsidiary Pledgors' property and assets to secure the Obligations;

WHEREAS, Mortgagor executed and delivered a certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of July 23, 2008, recorded on July 29, 2008, as Document No. 2008054097 in the Office of the Recorder of Lake County, Indiana, which was subsequently amended by that certain First Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of October 15, 2009, recorded on October 21, 2009, as Document No. 2009070779 in the Office of the Recorder of Lake County, Indiana (as so amended, the "Existing Mortgage"), which is a lien on certain property legally described in Exhibit A attached hereto and incorporated herein. Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Existing Mortgage;

WHEREAS, this Amendment amends the Existing Mortgage (the Existing Mortgage, as amended by this Amendment, and as the same further amended, restated, supplemented or otherwise modified from time to time, the "Mortgage");

WHEREAS, pursuant to the Existing Mortgage, Mortgagor granted to Mortgagee for the benefit of the Secured Parties a security interest in and upon all of Mortgagor's estate, right, title and interest in and to the Mortgaged Property to secure the Obligations;

WHEREAS, on May 16, 2011, Holdings, the Borrower, the Subsidiary Loan Parties party thereto, the Lenders party thereto and the Administrative Agent entered into that certain Amendment Agreement (the "Credit Agreement Amendment"), pursuant to which, and subject to the terms and conditions set forth therein, on the Effective Date, the Existing Credit Agreement shall be amended and restated in its entirety as set forth in Exhibit A attached thereto (the Existing Credit Agreement, as so amended and restated, and as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Obligations or giving notice of any such changes; which term shall also include and refer to any increase in the amount of indebtedness under the Credit Agreement and any refinancing or replacement of the Credit Agreement (whether under a bank facility, securities offering or otherwise) or one or more successor or replacement facilities whether or not with a different group of agents or lenders (whether under a bank facility, securities offering or otherwise) and whether or not with different obligors upon the Administrative Agent's acknowledgment of the termination of the predecessor Credit Agreement, the "Amended and Restated Credit Agreement"), in order to (i) extend the maturity of certain of the Term Loans (as defined therein), (ii) convert certain of the existing Revolving Facility Commitments (as defined therein) into Extended Maturity Term B Loans (as defined therein), (iii) convert certain of the Revolving Facility Commitments into Extended Maturity Revolving Facility Commitments (as defined therein), (iv) permit the incurrence of new and/or replacement Term Loans and/or Revolving Facility Commitments to refinance and/or replace existing Term Loans and/or Revolving Facility Commitments, and (v) make certain other changes set forth therein.

WHEREAS, the Mortgage currently states the final maturity date of the Obligations as October 31, 2016;

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to (i) reflect that the final maturity date of the Obligations will be January 28, 2018 and (ii) give notice of the Amended and Restated Credit Agreement; and cument is the property of

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree and give notice as follows:

## ARTICLE I AMENDMENT TO MORTGAGE

As of the date hereof, the Mortgage is amended as follows:

Section 1.1 <u>Maturity Date</u>. Section 2.2 of the Mortgage is hereby amended to read as follows:

Section 2.2 Secured Obligations. This Mortgage secures, and the Mortgaged Property is collateral security for, the payment and performance in full when due of the Obligations. The final maturity date of the Obligations is January 28, 2018.

Section 1.2 Amended Definitions. The following defined terms are hereby amended as follows:

Mortgage. All references to the "Mortgage" herein or in the Existing Mortgage shall mean the Existing Mortgage as amended by this Amendment, as the same may be further amended, restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Loan Documents or the Obligations or giving notice of any such changes. Any future

amendment, restatement, supplementation, or other modification of the Mortgage may or may not be recorded.

<u>Credit Agreement</u>. All references to the "Credit Agreement" herein or in the Existing Mortgage shall mean the Amended and Restated Credit Agreement as defined in the recitals to this Amendment.

Obligations. All references to the "Obligations" herein or in the Existing Mortgage shall mean the Obligations, as amended and modified by the Credit Agreement Amendment and as set forth in the Amended and Restated Credit Agreement, and as the same may be further amended, amended and restated, supplemented and otherwise modified from time to time if and when the Amended and Restated Credit Agreement is further amended, amended and restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Obligations

Section 1.3 Confirmation and Ratification of Existing Mortgage. Except as modified by this Amendment, the Existing Mortgage shall continue in full force and effect. In all other respects, Mortgagor and Mortgagee fully confirm and ratify the Existing Mortgage, the Amended and Restated Credit Agreement, and the other Loan Documents except as expressly modified pursuant to this Amendment, the Credit Agreement Amendment or the Amended and Restated Credit Agreement. Nothing in this Amendment is intended to waive any rights or remedies of Mortgagee under the Existing Mortgage, or (except to the extent, if any, expressly stated herein) any defaults of Mortgagor under the Existing Mortgage. The Existing Mortgage shall continue to be a valid and subsisting lien against the Mortgaged Property. Nothing contained in this Amendment shall be construed as (a) a novation of the Obligations or (b) a release or waiver of all or any portion of the grant or conveyance to the Mortgagee of the Mortgaged Property.

Section 1.4 Credit Agreement Amendment. The parties hereby give notice that, pursuant to the Credit Agreement Amendment, the Existing Credit Agreement has been amended and restated in the form of the Amended and Restated Credit Agreement.

# ARTICLE II MISCELLANEOUS

Section 2.1 Benefit of Mortgage. This Amendment and the Mortgage are and shall continue to be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, personal representatives, successors and assigns.

Section 2.2 <u>Future Amendments</u>. The Mortgage may not be altered, amended, modified, terminated, waived, released, or discharged, except in a writing signed by the parties or their successors or assigns.

Section 2.3 Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement.

Section 2.4 <u>Severability</u>. In the event any one or more of the provisions contained in this Amendment or in the Mortgage should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired

thereby. Mortgagor and Mortgagee shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 2.5 <u>Applicable Law</u>. The provisions of this Amendment and the Mortgage shall be governed by and construed under the laws of the state in which the Mortgaged Property is located.

Section 2.6 <u>Headings</u>. Section headings herein are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

[The remainder of this page has been intentionally left blank]



NY1:1845495.2

IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

**MORTGAGOR:** 

HORSESHOE HAMMOND, LLC,

an Indiana limited liability company

By: Horseshoe Gaming Holding, LLC,

its Sole Member

By: Caesars Entertainment Operating Company, Inc.,

its Sole Member

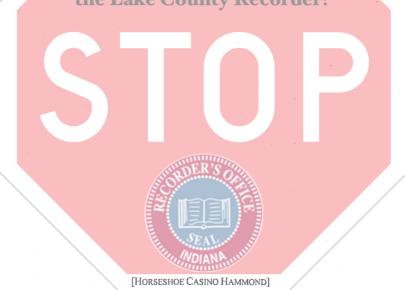
By:

Name: Jonathan S. Halkyard Title: Senior Vice President and

Chief Financial Officer

# Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!



STATE OF Pluada )
COUNTY OF (Lack )

I, the undersigned, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Jonathan S. Halkyard, personally known to me to be the Senior Vice President and Chief Financial Officer of Caesars Entertainment Operating Company, Inc., a Delaware corporation, and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Senior Vice President and Chief Financial Officer, he signed and delivered the said instrument of said limited liability company, pursuant to the authority given by the Board of Directors of said Caesars Entertainment Operating Company, Inc. as a free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6 day of May, 2011

Signature of Notary

Commission expires

KIM MCALLISTER
Notary Public State of Nevada
No. 99-54063-1
My Appt. Exp. March 14, 2015

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.

Jeffrey S. Held, Esq.

This instrument prepared by Jeffrey S. Held, Esq.

IN WITNESS WHEREOF, Mortgagee has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

**MORTGAGEE**:

BANK OF AMERICA, N.A., as Collateral Agent,

Bv:

Name:

Christopher T. Ray Senior Vice President



STATE OF Texas	_ )	
	)	SS.
COUNTY OF Dallas	)	

I, the undersigned, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Christopher T. Ray personally known to me to be the Senior Vice President of Bank of America, N.A., a national banking association, and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Senior Vice President, he signed and delivered the said instrument of said national banking association, pursuant to the authority duly given by said national banking association, as a free and voluntary act, and as the free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

Given under my hand and official seal, this <u>19th</u> day of <u>May</u>, 2011.

Signature of Notary Landa J. Carturight

Commission expires 7-27-14



### **EXHIBIT A**

## LEGAL DESCRIPTION

Legal Description of premises commonly known as HORSESHOE HAMMOND and located at Parcel 26-37-0059-003, Parcel 26-37-0098-0005, Parcel 26-37-0098-0006, 1114 Indianapolis Avenue, 1129 5<sup>th</sup> Avenue, 200 North BL. Indianapolis Boulevard (Parcel 26-37-0123-0015), Parcel 26-37-0124-0016:

#### PARCEL 9:

A strip of land, lying in Section 1, Township 37 North, Range 10 West of the Second Principal Meridian and Section 36, Township 38 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as



follows: Commencing at the intersection of the East line of said Section 1 and the Northeasterly right of way line of the Baltimore and Ohio Railroad; thence South 00 degrees 00 minutes 00 seconds East along said East Section line 360.21 feet to the point of beginning; thence North 00 degrees 00 minutes 00 seconds East along said Section line 184.47 feet to the Southwesterly right of way line of the Baltimore and Ohio Railroad; thence Northwesterly along said right of way on a curve to the right 1092.68 feet, said curve having a radius of 6893.42 feet and a chord that bears North 44 degrees 43 minutes 55 seconds West 1091.51 feet; thence North 40 degrees 11 minutes 28 seconds West along said right of way line 230.52 feet to the centerline of Wolf River Channel as dedicated in Book 92, page 439, in the Office of the Recorder, Lake County, Indiana; thence South 21 degrees 54 minutes 16 seconds West along said centerline 48.86 feet to the Southwesterly right of way line of said Baltimore and Ohio Railroad; thence Northwesterly along said right of way line on a curve to the right 656.96 feet, said curve having a radius of 11,454.71 feet and a chord that bears North 40 degrees 55 minutes 26 seconds West 656.87 feet; thence North 39 degrees 16 minutes 52 seconds West along said right of way line 1747.53 feet to the Southeasterly boundary of a parcel of land conveyed to Commonwealth

Edison of Indiana, Inc. as recorded in the Office of the Recorder of Lake County, Indiana, on September 15, 1972, as Document No. 167074; thence South 27 degrees 20 minutes 35 seconds West along said boundary 108.94 feet to the Northeasteriy right of way line of the Pittsburgh-Fort Wayne and Chicago Railroad; thence South 39 degrees 16 minutes 52 seconds East, along said right of way line, 1704.31 feet; thence Southeasterly, along said right of way line, on a curve to the left 710.40 feet, said curve having a radius of 11,554.71 feet and a chord that bears South 41 degrees 02 minutes 32 seconds East 710.29 feet, to the centerline of Wolf River Channel as dedicated; thence South 21 degrees 54 minutes 16 seconds West along said centerline and said right of way line 139.26 feet; thence South 50 degrees 08 minutes 20 seconds East along said right of way line, that is 50 feet from the centerline of the Eastbound main track, 1339.82 feet to the point of beginning.

#### PARCEL 10

A strip of land lying in Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, and Section 36, Township 38 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the intersection of the East line of sald Section 1 and the Northeasterly right of way line of sald Baltimore and Ohio Railroad; thence South 00 degrees 00 minutes 00 seconds East along said East Section line 360.21 feet to the Northeasterly right of way line of said Pittsburgh-Fort Wayne and Chicago Railroad; thence North 50 degrees 08 minutes 20 seconds West along said right of way line, that is 50 feet from the centerline of the Eastbound main track, 1339.82 feet; thence North 46 degrees 13 minutes 12 seconds West, 377.55 feet to the point of beginning; thence Northwesterly, parallel with and 32 feet from the centerline of the Westbound main track on a curve to the right, 641.24 feet, said curve having a radius of 2775.00 feet and a chord that bears North 35 degrees 25 minutes 59 seconds West 639.81 feet; thence North 28 degrees 48 minutes 47 seconds West, parallel with and 32 feet from the centerline of the Westbound main track, on a curve to the left 373.11 feet, said curve having a radius of 3007.30 feet and a chord that bears North 32 degrees 22 minutes 03 seconds West, 372.87 feet to the Northeasterly right of way line of said Pittsburgh-Fort Wayne and Chicago Railroad; thence South 39 degrees 16 minutes 52 seconds East along said right of way line 920.03 feet; thence along said right of way line Southeasterly on a curve to the left 236.19 feet, sald curve having a radius of 11,554.71 feet and a chord that bears South 39 degrees 52 minutes 00 seconds East 236.19 feet; thence South 02 degrees 27 minutes 28 seconds West 222.63 feet to the point of beginning.

#### PARCEL 11:

A parcel of land in Section 6, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, being more particularly described as follows: Commencing at the Southwest corner of said Section 6; thence North 0 degrees 41 minutes 54 seconds East, 3,693.96 feet along the West line of said Section 6 to the Northerly right of way line of the Pittsburgh, Fort Wayne and Chicago Railroad right of way; thence South 49 degrees 27 minutes 36



seconds East, 1,275.61 feet along said Northerly rallroad right of way line to the centerline of Lake Avenue, said point being the point of beginning; thence continuing on the last mentioned course 1,663.99 feet to the North-South centerline of said Section 6, thence North 0 degrees 00 minutes 00 seconds East, 371.02 feet along said North-South centerline; thence North 53 degrees 00 minutes 00 seconds West, 1,334.80 feet to the East-West centerline of said Section 6; thence South 89 degrees 12 minutes 48 seconds West, 26.11 feet along said East-West centerline; thence North 53 degrees 00 minutes 00 seconds West, 212.52 feet to the centerline of said Lake Avenue; thence South 0 degrees 42 minutes 48 seconds West, 220.32 feet along said centerline of Lake Avenue to the point of beginning.

#### PARCEL 12:

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the 2nd Principal Meridian located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 00 degrees 00 minutes 00 seconds (assumed bearing) 2,180,44 feet along the East line of said Section 1 to its point of intersection with the original centerline of the 80-foot-wide right-of-way of Indianapolis Boulevard; thence North 39 degrees 07 minutes 01 second West 2,689.03 feet along said original centerline of the 80-foot-wide right-of-way of Indianapolis Boulevard to its point of intersection with the centerline of 112th Street (80-foot-wide right-of-way); thence South 50 degr 52 minutes 59 seconds West 190.00 feet along the centerline of 112th street; thence South 34 degrees 15 minutes 02 seconds West 497.85 feet along the centerline of 112th street; thence North 55 degrees 44 minutes 58 seconds West 40.00 feet perpendicular to the centerline of 112th street to the Southeastern corner of the 1.419 acre tract of land described in the Warranty Deed recorded as instrument No. 507068 on December 14, 1978 in the Office of the Recorder of Lake County, Indiana, to a point on the boundary (terminus of the third course) of the 4.793 acre tract of land described in the special warranty deed recorded as instrument No. 94021860 on March 23, 1994 in said Recorder's Office, and to the point of beginning of this description; thence South 34 degrees 15 minutes 02 seconds West 205.33 feet along the Northwestern right-of-way line of 112th Street; thence North 89 degrees 51 minutes 46 seconds West 336.05 feet along the Northern right-of-way line of 112th Street to the Eastern right-of-way of 5th Avenue (66 foot-wide right-of-way); thence North 00 degrees 04 minutes 19 seconds East 1,127.57 feet along the Eastern right-of-way line of 5th Avenue to a point being South 00 degrees 04 minutes 19 seconds West 120.00 feet from the Southeastern corner of the intersection of 5th Avenue and 00 degrees 04 minutes 19 seconds west 120:00 feet from the Southestern corner of the intersection of 5th Avenue and 110th Street (66-foot-wide right-of-way); thence South 89 degrees 37 minutes 25 seconds East 172:00 feet; thence North 00 degrees 04 minutes 19 seconds East 72:00 feet; thence South 89 degrees 37 minutes 25 seconds East 218:00 feet; thence North 00 degrees 04 minutes 19 seconds East 57:74 feet to the Southwestern right of way line of Indianapolis Boulevard; thence South 39 degrees 07 minutes 01 second East 180.04 feet along the Southwestern right-of-way line of Indianapolis Boulevard to the NorthWestern Boundary of said 4.793 acre tract of land, the next eight courses are along the boundary of said 4,793 acre tract of land;

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  1) thence South 50 degrees 43 minutes 23 seconds West 135.68 feet (measured, 155.27 feet deeded);
- 2) thence South 36 degrees 14 minutes 30 seconds West 136.32 feet;
- 3) thence South 11 degrees 49 minutes 05 seconds West 132.22 feet;
- 4) thence South 04 degrees 06 minutes 03 seconds East 125.93 feet;
- 5) thence South 24 degrees 13 minutes 40 seconds East 122.46 feet to a point on a non-tangent curve concave to the Northeast, said point being South 60 degrees 23 minutes 05 seconds West 346.48 feet from the radius point of said curve;
- 6) thence Southeasterly 181.42 feet along said curve to a point being South 30 degrees 23 minutes 06 seconds West 346.48



feet from the radius point of said curve;

- 7) thence South 36 degrees 54 minutes 32 seconds East 43.83 feet;
- 8) thence South 13 degrees 20 minutes 38 seconds West 227.01 feet to the point on beginning.

PARCEL 13

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian located in North Township, Lake County, Indiana, described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing), 2,180.44 feet along the East line of said Section 1 to its point of intersection with the original centerline of the 80 foot wide right-of-way of Indianapolis Boulevard; thence North 39 degrees 07 minutes 01 seconds West, 2,689.03 feet along said original centerline of the 80 foot wide right-of-way of Indianapolis Boulevard to its point of intersection with the centerline of 112th Street (80 foot wide right-of-way); thence South 50 degrees 52 minutes 59 seconds West, 190.00 feet along the centerline of 112th Street; thence South 34 degrees 15 minutes 02 seconds West, 497.85 feet along the centerline of 112th Street; thence North 55 degrees 44 minutes 58 seconds West 40.00 feet perpendicular to the centerline of 112th Street to the Southeastern corner of the 1.419 acre tract of land described in the Warranty Deed recorded as instrument 507068 on December 14, 1978 in the Office of the Recorder of Lake County, Indiana, and the point of beginning of this description; thence North 13 degrees 20 minutes 38 seconds East, 227.01 feet; thence North 36 degrees 54 minutes 32 seconds West, 43.83 feet to the South right-of-way of the Marina Access Road Special Warranty Deed 94-21860 dated March 23, 1994 and a point on a curve, said curve being concave to the Northeast and having a radius of 346.48 feet; thence Easterly along said curve, a distance of 127.17 feet (chord distance 126.46 feet, chord bearing South 70 degrees 07 minutes 47 seconds East) to a point on said Westerly right-of-way of 112th Street; thence South 34 degrees 15 minutes 02 seconds West, 257.63 feet along sald Westerly right-of-way of 112th Street to the point of beginning.

PARCEL 14:

**Document** is

Part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at a point on the Southwesterly right of way line of Indianapolis Boulevard also known as Indiana Boulevard, where the same is intersected by the Southeast line produced of the real estate conveyed by Edward Roby to Aaron Barnes by a Warranty Deed dated August 1, 1877 and recorded September 27, 1877, in Deed Record 25, page 259; thence Southeasterly along the Southwesterly side of said Indianapolis Boulevard, formerly known as Indiana Boulevard, 25 feet; thence Southwesterly at right angles to said Boulevard, 140 feet; thence Northwesterly parallel with said Boulevard 25 feet to the Southeast line of the land conveyed as aforesaid by said Roby to Aaron Barnes, in Deed Record 25, page 259; thence Northeasterly along the aforementioned line 140 feet to the place of beginning.

