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This Document Prepared by
and after Recording Return to:

Hinshaw & Culbertson LLP
222 N. LaSalle Street
Suite 300
Chicago, Illinois 60601-1081
Attn: Stephen H. Malato, Esq.

LOAN NO:

Permanent Tax Index Number:
See Attached Exhibit A

Common Address:
See Attached Exhibit A

2011 041984

FILED FOR RECORD

2011 AUG -4 AM 9:43

RECORDER'S OFFICE

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**FIFTH AMENDMENT TO MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING
AND OTHER LOAN DOCUMENTS**

THIS FIFTH AMENDMENT TO MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND OTHER LOAN
DOCUMENTS ("Fifth Amendment") dated as of this 30th day of April, 2011, is made
by The PRIVATEBANK AND TRUST COMPANY, a state of Illinois banking corporation
("Lender"), and Lake County Trust Company, not personally, but solely as Trustee under the
provisions of a Trust Agreement dated March 6, 2001, and known as Trust No. 5237 ("Land
Trust"), MC 1 LLC, an Illinois limited liability company ("MC 1"), MC 2 LLC, an Illinois
limited liability company ("MC 2), together the sole beneficiary of Land Trust (MC 1 and MC 2
are together "Beneficiary"), and SIMBORG DEVELOPMENT, INC., an Illinois corporation
("Simborg Development") (Land Trust, Beneficiary, and Simborg Development are collectively
"Borrowers").

RECITALS

A. Pursuant to that certain Loan Agreement executed by Borrowers and Lender (the
"Loan Agreement"), Lender has made the following loans to:

1. Land Trust, MC 1 and MC 2, the sum of Six Million Seven Hundred Thousand
and 00/100 Dollars (\$6,700,000.00) ("\$6.7M Loan"), evidenced by the Note of
Land Trust, MC 1 and MC 2 (the "\$6.7M Note");
2. Land Trust, MC 1 and MC 2, the sum of Three Hundred Fifty Thousand and
00/100 Dollars (\$350,000.00) ("\$.35M Loan"), evidenced by the Note of Land
Trust and Simborg Development (the "\$.35M Note"); and

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3. Land Trust and Simborg Development the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) ("Simborg Development Loan"), evidenced by the Note of Land Trust and Simborg Development (the "Simborg Development Note").

B. Simborg Development has paid in full the Simborg Development Loan (the amount of which was previously reduced to the amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) by amendment to the documents evidencing and securing the Simborg Development Loan (the "First Amendment")) and Lender has cancelled and returned to Simborg Development the Simborg Development Note. The Simborg Development Loan has been terminated by agreement of Simborg Development and Lender and Simborg Development may not re-borrow the proceeds of the Simborg Development Loan.

C. Land Trust, MC 1 and MC 2 have paid in full the \$.35M Loan and Lender has cancelled and returned to Land Trust, MC 1 and MC 2 the \$.35 M Note. The \$.35 M Loan has been terminated by agreement of the parties and Land Trust, MC 1 and MC 2 may not re-borrow the proceeds of the \$.35 M Loan.

D. The \$.67M Note, the \$.35M Note and the Simborg Development Note were and, to the extent unpaid, are secured by Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement and Other Loan Documents of even date with the Notes, encumbering the land and improvements located in Michigan City, Indiana, and legally described on Exhibit "A" attached hereto and made a part hereof (the "Property"), recorded in the office of the Recorder of Deeds of LaPorte County, Indiana ("Recorder's Office") as Document Number 2008R-05934 ("Mortgage") and by other loan documents executed by Borrower and others (collectively, "Other Loan Documents").

E. Borrowers and Lender have previously extended the maturity date of the \$.35M Note pursuant to that certain Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Other Loan Documents dated _____, 2009 ("Second Amendment").

F. Borrowers and Lender have previously extended the maturity date of the Simborg Development Loan pursuant to that Third Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Other Loan Documents dated June 30th, 2009 ("Third Amendment").

G. Borrowers have previously deposited into a demand deposit account maintained with Lender the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00), to be held as a reserve for tenant improvements and other capital expenditures (the "\$100K Reserve").

H. Pursuant to that certain Fourth Amendment to Mortgage, Security Agreement, Assignment of Rents and Leases and Other Loan Documents dated August 10, 2010 ("Fourth Amendment"), Lender agreed to provide Land Trust, MC 1 and MC 2 with a new non-revolving line of credit loan in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the "\$.25M Loan") which is evidenced by the note of Trust, MC 1 and MC 2 (the

“\$.25M Note”), the proceeds of which, together with the \$100K Reserve, were required to be used for capital improvements being made by Borrowers to the Property. The \$.25M Note is also secured by the Mortgage.

1. As used herein, the \$6.7M Note and the \$.25M Note are together referred to as the Notes, the \$6.7M Loan and the \$.25M Loan are together the “Loans” and the Loan Agreement, the Notes, the Mortgage, the Other Loan Documents, the First Amendment, the Second Amendment the Third Amendment and the Fourth Amendment are herein collectively referred to as the “Loan Documents”.

NOW THEREFORE, in consideration of the mutual consents, conditions, and agreements herein contained, receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Recitals and Definitions. Recitals A through I inclusive are by this reference made a part of this Section 1 as though fully set forth. Capitalized words and phrases not otherwise defined herein shall have the meaning ascribed in the Loan Documents.

2. Construction. This Fifth Amendment shall be construed in conjunction with and shall modify all of the Loan Documents. Except as amended hereby, all of the terms, covenants and conditions of the Loan Documents shall remain in full force and effect and are hereby ratified and confirmed. In the event of any inconsistencies between this Fifth Amendment and the Loan Documents, this Fifth Amendment shall prevail.

3. Extension of Maturity Date of \$6.7M Note and the \$.25M Note. The present Maturity Dates of the \$6.7M Note, and the \$.25M Note are hereby extended to July 31, 2011. If not sooner paid, all sums due and owing pursuant to the Notes shall be due and payable on July 31, 2011.

4. Acknowledgment of the Present Balance of the Principal Amount of the \$6.7M Loan and the \$.25M Loan. The present balance of the principal amount of the \$6.7M Loan is \$6,052,725 and the present balance of the principal amount of the \$.25M Loan is \$250,000.

5. Entire Agreement. Borrower and Lender each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Fifth Amendment, the documents executed and delivered by Borrowers and Guarantors in connection with the Loans and the Loan Documents, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Borrowers and Lender regarding Loans.

6. Counterparts. This Fifth Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

7. Land Trust Non-Liability. This Amendment to Mortgage is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE COUNTY

TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said LAKE COUNTY TRUST COMPANY personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said LAKE COUNTY TRUST COMPANY personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.



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IN WITNESS WHEREOF, the undersigned has executed this Fifth Amendment as of this 30 day of April, 2011.

LENDER:

THE PRIVATEBANK AND TRUST COMPANY, a state of Illinois banking corporation

By: [Signature]
Print Name: Jacob Noble
Its: MD

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 Jacob Noble, the MD of THE PRIVATEBANK AND TRUST COMPANY, a state of Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that 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 corporation, in its capacity as the manager of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of April, 2011.

[Signature]
Notary Public

My Commission Expires:

6/26/11



"OFFICIAL SEAL"
MARIA T. ESPARZA
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 06/26/2011

IN WITNESS WHEREOF, the undersigned has executed this Fifth Amendment as of this
day of _____, 2011.

BORROWER:

LAKE COUNTY TRUST COMPANY, not personally but solely as Trustee as aforesaid

MC 2 LLC, an Illinois limited liability company

By: *Elaine M. Sievers*
Print Name: ELAINE M. SIEVERS
Its: TRUST OFFICER

By: *Mitchell H. Simborg*
Print Name: Mitchell H. Simborg
Its: Manager

MC 1 LLC, an Illinois limited liability company

SIMBORG DEVELOPMENT, INC., an Illinois corporation

By: *Sheldon F. Simborg*
Print Name: Sheldon F. Simborg
Its: Manager

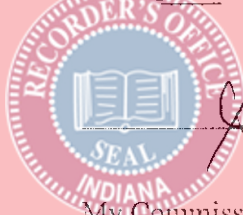
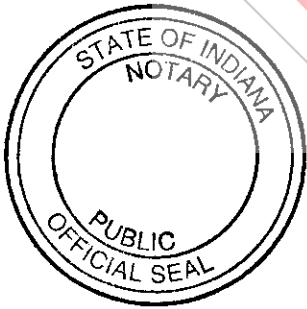
By: *Mitchell H. Simborg*
Print Name: Mitchell H. Simborg
Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF _____

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 ELAINE M. SIEVERS, the TRUST OFFICER of LAKE COUNTY TRUST COMPANY, not personally but solely as Trustee as aforesaid, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that 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 corporation, in its capacity as the manager of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24TH day of JUNE, 2011.



Hesta Smith
Notary Public HESTA SMITH

My Commission Expires:
10-11-15
LAKE CO., IN. RESIDENT.

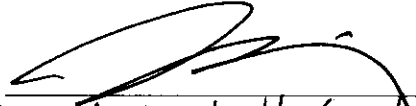
IN WITNESS WHEREOF, the undersigned has executed this Fifth Amendment as of this _____ day of _____, 2011.

BORROWER:

LAKE COUNTY TRUST COMPANY, not personally but solely as Trustee as aforesaid

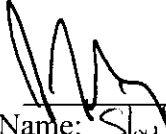
MC 2 LLC, an Illinois limited liability company

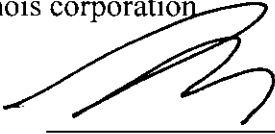
By: _____
Print Name: _____
Its: _____

By: 
Print Name: Mitchell H. Simborg
Its: Manager

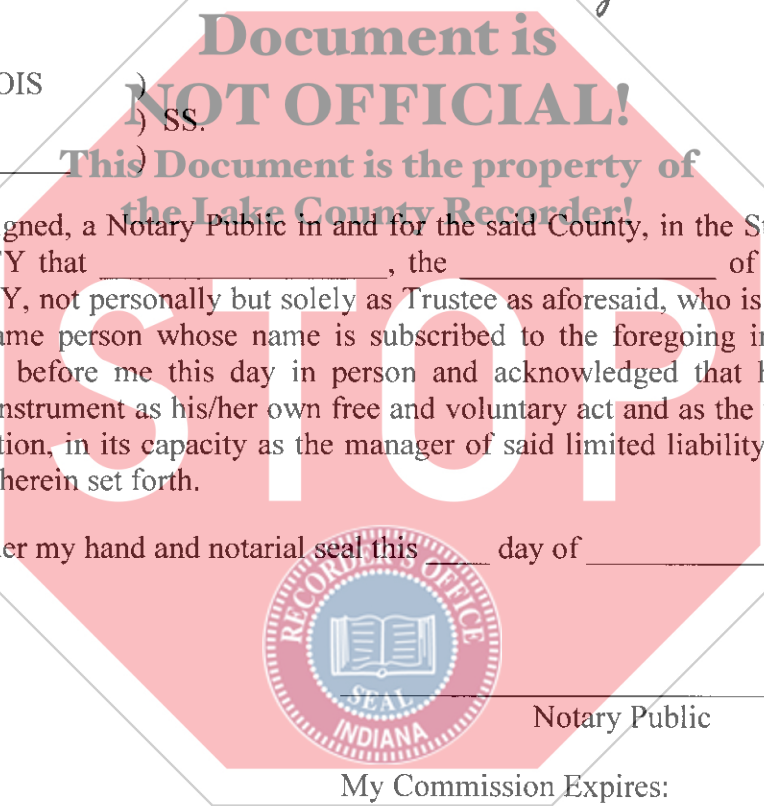
MC 1 LLC, an Illinois limited liability company

SIMBORG DEVELOPMENT, INC., an Illinois corporation

By: 
Print Name: Sheldon F. Simborg
Its: Manager

By: 
Print Name: Mitchell H. Simborg
Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)



The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of LAKE COUNTY TRUST COMPANY, not personally but solely as Trustee as aforesaid, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that 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 corporation, in its capacity as the manager of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2011.



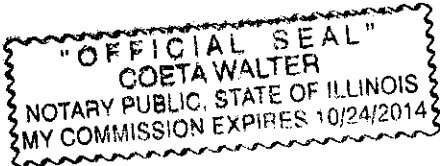
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

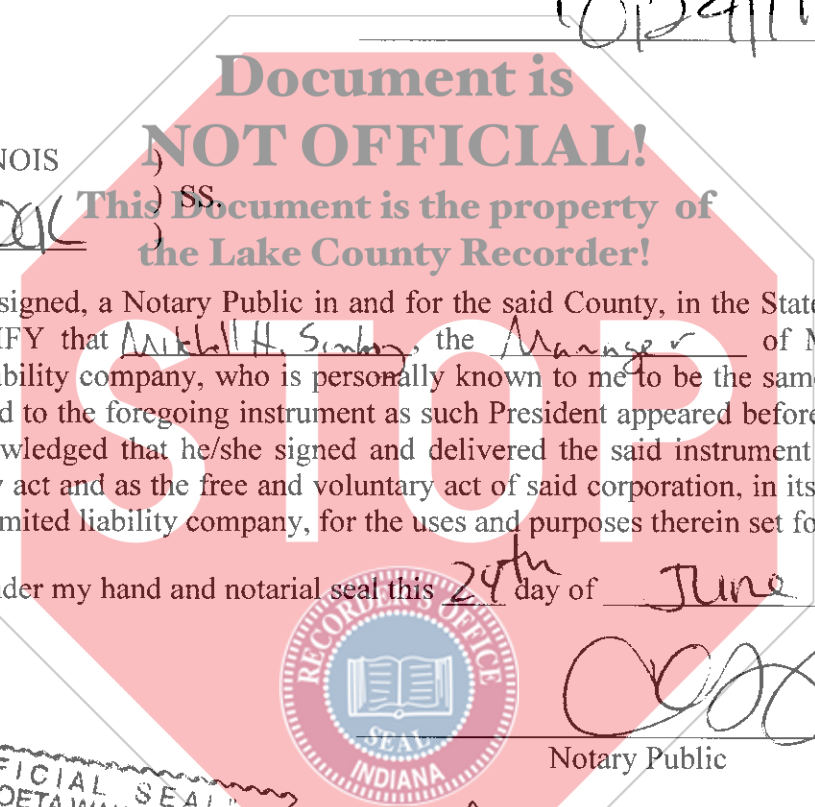
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Shelley F. Sinsky the Manager of MC 1 LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that 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 corporation, in its capacity as the manager of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of June, 2011.



[Signature]
Notary Public

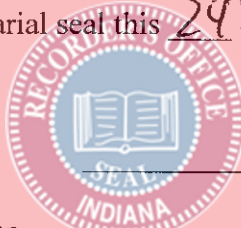
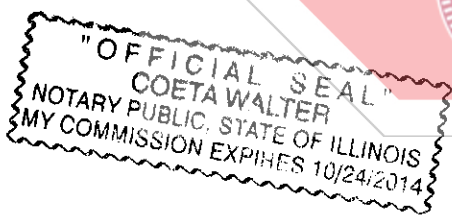
My Commission Expires:
10/24/11



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 Nickell H. Sinsky the Manager of MC 2 LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that 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 corporation, in its capacity as the manager of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of June, 2011.



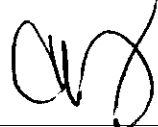
[Signature]
Notary Public

My Commission Expires:
10/24/11

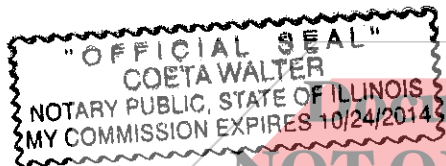
STATE OF ILLINOIS)
COUNTY OF Cook) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mitchell H. Sember the President of SIMBORG DEVELOPMENT, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that 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 corporation, in its capacity as the manager of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of June, 2011.



Notary Public



My Commission Expires:

10/24/11



CONSENT TO LOAN MODIFICATION AGREEMENT

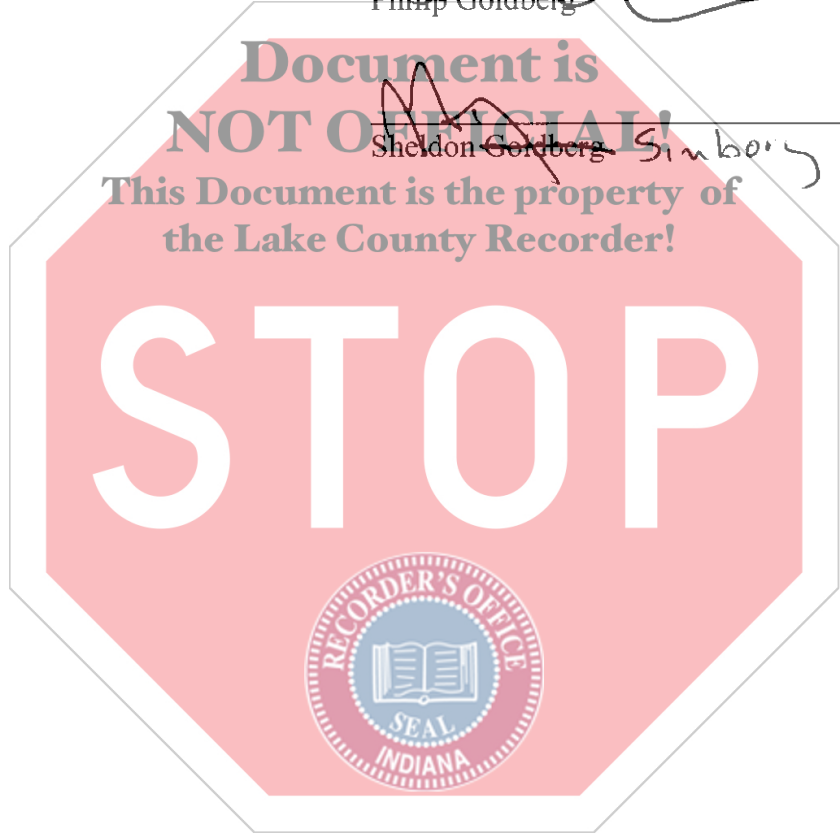
The prompt payment of the indebtedness evidenced by the Notes and the prompt performance of the terms, covenants and conditions of Loan Documents described in the Fifth Amendment to which this Consent is attached were guaranteed by the undersigned pursuant to the terms and conditions of three separate continuing unconditional Guaranty of Payments (the "Guaranties") executed by the undersigned. The undersigned hereby consents to the execution of the Fifth Amendment and agrees that the Guaranties previously executed by them shall be unaffected by such execution and the undersigned hereby ratifies and confirms the terms and conditions of the Guaranty. However, by signing this Consent, the undersigned are not agreeing to a modification to the Guaranties or to any of the limitations that may be therein contained, if any.

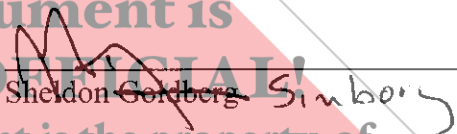


Mitchell Simborg



Philip Goldberg



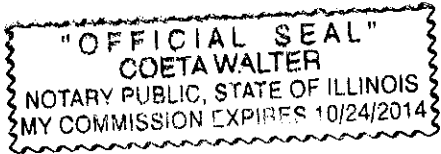


Sheldon Goldberg Simborg

STATE OF IL)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me this day personally appeared Mitchell Simborg, personally known to me to be person whose name is subscribed to this instrument and acknowledged to me that he executed and delivered this instrument as his free and voluntary act, for the uses and purposes set forth above.

Given under my hand and notarial seal this 24th day of June, 2011.



[Signature]
Notary Public
My Commission Expires: 10/24/11

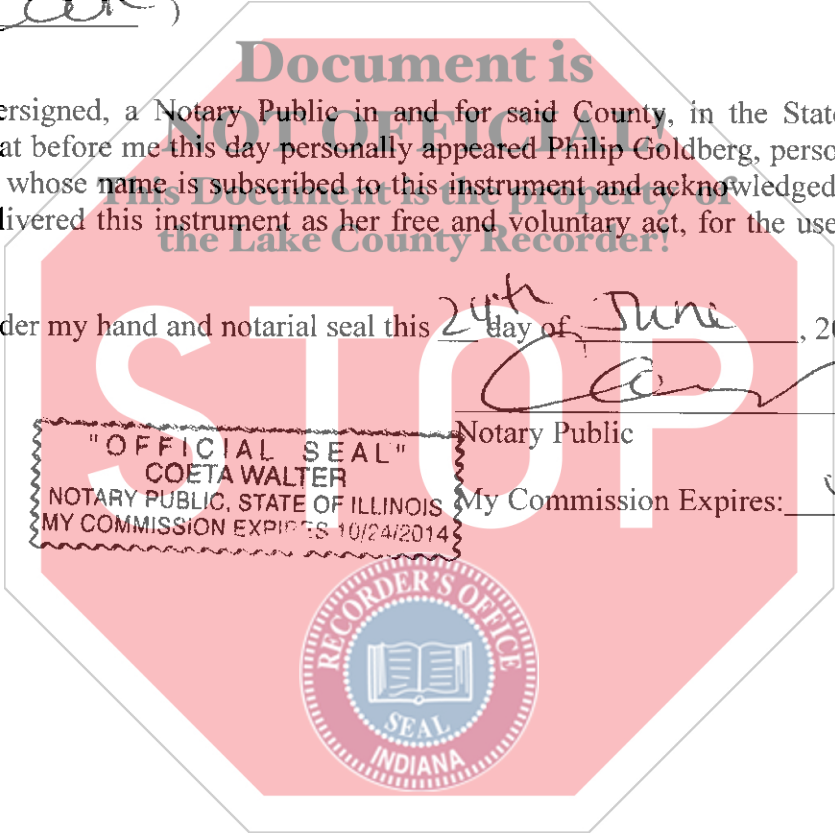
STATE OF IL)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me this day personally appeared Philip Goldberg, personally known to me to be person whose name is subscribed to this instrument and acknowledged to me that she executed and delivered this instrument as her free and voluntary act, for the uses and purposes set forth above.

Given under my hand and notarial seal this 24th day of June, 2011.



[Signature]
Notary Public
My Commission Expires: 10/24/11



STATE OF IL)
COUNTY OF Cook) SS.

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me this day personally appeared Sheldon Simborg, personally known to me to be person whose name is subscribed to this instrument and acknowledged to me that she executed and delivered this instrument as her free and voluntary act, for the uses and purposes set forth above.

Given under my hand and notarial seal this 24th day of June, 2011.

Coertawalter
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
COERTAWALTER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/24/2014

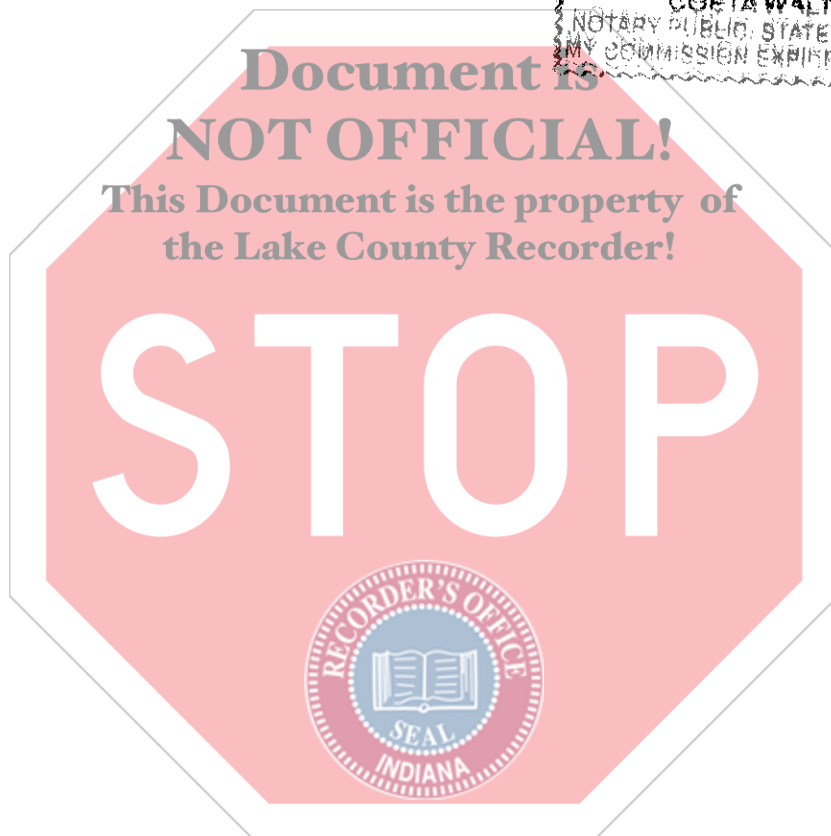


EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:

That part of the Northeast 1/4 of the Southeast 1/4 of Section 33, Township 38 North, Range 4 West of the 2nd Principal Meridian, LaPorte County, Indiana, lying South of the South right of way line of the Chesapeake and Ohio Railroad right of way.

PARCEL II:

The Southeast 1/4 of the Southeast 1/4 of Section 33, Township 38 North, Range 4 West of the 2nd Principal Meridian, LaPorte County, Indiana,

EXCEPT THEREFROM that part described as follows: Commencing at the Southeast corner of the Southeast 1/4 of said Section 33; thence West along the South line of said Southeast 1/4, a distance of 30.0 feet; thence North at 90 degrees to said South line, a distance of 30.0 feet, being the place of beginning; thence West parallel to the South line of said Southeast 1/4, a distance of 630.0 feet; thence North at 90 degrees to said South line, a distance of 5.0 feet; thence East, parallel to said South line, a distance of 590 feet, more or less, to a point that is 35.0 feet North of said South line and 70 feet West of the East line of said Southeast 1/4 (measured at 90 degrees to said line); thence Northeasterly, a distance of 35 feet, more or less, to a point that is 60.0 feet North of said South line and 45.0 feet West of said East line (measured 90 degrees to said lines); thence North parallel to said East line, a distance of 600 feet, more or less; thence East at 90 degrees to said East line, a distance of 15.00 feet; thence South parallel to said East line, a distance of 630.0 feet to the place of beginning.

ALSO EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 38 North, Range 4 West of the 2nd Principal Meridian, LaPorte County, Indiana, being more particularly described as follows: Commencing at the Southeast corner of said Section 33; thence North 89 degrees 02 minutes 42 seconds West along the South line of said Section, a distance of 70.00 feet; thence North 0 degrees 57 minutes 18 seconds East, a distance of 35.00 feet to the Northerly right of way line of Coolspring Avenue for the place of beginning; thence North 89 degrees 02 minutes 42 seconds West, along the Northerly right of way line of Coolspring Avenue, a distance of 590.00 feet; thence South 00 degrees 57 minutes 18 seconds West, along the Northerly right of way line of Coolspring Avenue, a distance of 5.00 feet; thence North 89 degrees 02 minutes 42 seconds West, continuing along the Northerly right of way line of Coolspring Avenue, a distance of 642.60 feet to the Easterly right-of-way line of Jackson Street; thence North 00 degrees 19 minutes 42 seconds West, a distance of 781.90 feet along the Easterly right of way line of Jackson Street; thence North 89 degrees 47 minutes 50 seconds East, a distance of 1276.23 feet to the Westerly right of way line of Woodland Avenue; thence South 00 degrees 00 minutes 42 seconds East, along the Westerly right of way line of Woodland Avenue, a distance of 178.14 feet; thence South 89 degrees 59 minutes 18 seconds West, along the Westerly right of way line of Woodland Avenue, a distance of 15.00 feet; thence South 00 degrees 00 minutes 42 seconds East, continuing along the Westerly right of way line of Woodland Avenue, a distance of 600.00 feet; thence South 45 degrees 41 minutes 16 seconds West, continuing along the Westerly right of way line of Woodland Avenue, a distance of 34.09 feet to the place of beginning.

ALSO EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

Part of the Southeast 1/4 of Section 33, Township 38 North, Range 4 West, Michigan City, LaPorte County, Indiana, more particularly described as follows: Commencing at the Southeast corner of Section 33, Township 38 North, Range 4 West, Michigan City, LaPorte County, Indiana, thence North 00 degrees 00 minutes 42 seconds West along the East line of said Section 33, a distance of 1088.27 feet; thence South 89 degrees 59 minutes 18 seconds West, a distance of 30.00 feet to the West right-of-way line of Woodland Avenue and the place of beginning for the following description; thence continue South 89 degrees 59 minutes 18 seconds West, a distance of 120.00 feet; thence North 00 degrees 00 minutes 42 seconds West, a distance of 200.00 feet; thence North 89 degrees 59 minutes 18 seconds East, a distance of 120.00 feet to a point on the West right-of-way line of Woodland Avenue; thence South 00 degrees 00 minutes 42 seconds East along said West line, a distance of 200.00 feet to the place of beginning. Containing 0.551 acres more or less.

PARCELS I & II BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated in the Southeast 1/4 of Section 33, Township 38 North, Range 4 West, LaPorte County, Indiana, more particularly described as follows: Starting at a cast iron monument marking the Southeast Corner of Section 33, Township 38 North, Range 4 West, LaPorte County, Indiana: Thence North 00 degrees 00 minutes 42 seconds West, along the East line of Section 33 a distance of 838.28 feet to a point; Thence: South 89 degrees 47 minutes 50 seconds West, a distance of 30.00 feet to an iron rod with cap on the Westerly right-of-way line of Woodland Avenue, for the point of beginning. Thence: South 89 degrees 47 minutes 50 seconds West, a distance of 1276.23 feet to an iron pipe on the Easterly right of way line of Jackson Street; Thence: North 00 degrees 19 minutes 42 seconds West, along the Easterly right-of-way line of Jackson Street, a distance of 1111.33 feet to an iron rod with Cap on the Southerly curved right-of-way line of the Chesapeake and Ohio Railroad. Thence: Northeasterly, along the curved Southerly right-of-way line of the Chesapeake and Ohio Railroad, a distance of 1285.62 feet, to an iron rod and cap on the Westerly right-of-way line of Woodland Avenue, chord of said curve bears North 88 degrees 11 minutes 56 seconds East, a distance of 1282.93 feet; Thence: South 00 degrees 00 minutes 42 seconds East, along the Westerly right-of-way line of Woodland Avenue a distance of 696.98 feet to an iron rod with cap; Thence: South 89 degrees 59 minutes 18 seconds West, a distance of 120.00 feet to an iron rod with cap; Thence South 00 degrees 00 minutes 42 seconds East, parallel with the Westerly right-of-way line of Woodland Avenue a distance of 200.00 feet to an iron rod with cap; Thence: North 89 degrees 59 minutes 18 seconds East, a distance of 120.00 feet to an iron rod with cap on the Westerly right-of-way line of Woodland Avenue; Thence: South 00 degrees 00 minutes 42 seconds East, along the Westerly right-of-way line a distance of 250.14 feet to the point of beginning. Containing 31.905 Acres, more or less, subject to all legal easements.

PARCEL III:

That part of the West 1/2 of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 38 North, Range 4 West of the 2nd Principal Meridian, LaPorte County, Indiana, lying South of the South right of way line of the Chesapeake and Ohio Railroad right of way.

AND

Part of the Southwest 1/4 of Section 34, Township 38 North, Range 4 West of the 2nd Principal Meridian, LaPorte County, Indiana, being more particularly described as follows: Commencing

at a cast iron monument marking the Southwest corner of said Section 34; Thence North 00 degrees 00 minutes 42 seconds West, along the West line of said Section, a distance of 1297.85 feet; thence South 88 degrees 59 minutes 49 seconds East, a distance of 30.00 feet to an iron pipe on the East right-of-way line of Woodland Avenue for the place of beginning; thence North 00 degrees 00 minutes 42 seconds West, along said East right-of-way line, a distance of 52.11 feet to a PK Nail, thence South 88 degrees 46 minutes 06 seconds East, a distance of 301.92 feet to a concrete monument; thence South 00 degrees 02 minutes 21 seconds West, a distance of 50.91 feet to an iron pipe; thence North 88 degrees 59 minutes 49 seconds West, a distance of 301.84 feet to the place of beginning. Containing 0.357 acres, more or less.

PARCEL III BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated in the Southwest 1/4 of Section 34, Township 38 North, Range 4 West, LaPorte County, Indiana, more particularly described as follows: Starting at a Cast Iron Monument marking the Southwest Corner of Section 34, Township 38 North, Range 4 West, LaPorte County, Indiana; Thence: North 00 degrees 00 minutes 42 seconds West, along the West line of Section 34, a distance of 1297.80 feet to a point; Thence: South 89 degrees 01 minutes 03 seconds East, a distance of 30.00 feet to an iron pipe on the Westerly right-of-way line of Woodland Avenue, for the point of beginning; Thence North 00 degrees 00 minutes 42 seconds West, along the Westerly right-of-way line of Woodland Avenue, a distance of 696.45 feet to an iron rod and cap on the curved Southerly right-of-way line of the Chesapeake and Ohio Railroad; Thence Northeasterly, along the curved Southerly right-of-way line of the Chesapeake and Ohio Railroad, a distance of 336.26 feet to a concrete monument, chord of said curve bears North 80 degrees 33 minutes 51 seconds East, a distance of 305.95 feet; Thence: South 00 degrees 01 minutes 13 seconds West, a distance of 751.89 feet to an iron pipe; Thence: North 89 degrees 01 minutes 03 seconds West, a distance of 301.45 feet to the point of beginning. Containing 5.005 Acres, more or less, subject to all legal easements.

Address: 900 S. Woodland Avenue, Michigan City, Indiana

Sidwell Nos. 42-01-33-427-001
42-01-33-476-004
42-01-34-302-001
42-01-34-351-008

