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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 010845

2013 MAR 28 AM 10:28

LAKE COUNTY RECORDER
MIKE BROWN

2013 021648

RECORDATION REQUESTED BY:

American Savings, FSB
St. John
7880 Wicker Ave
St. John, IN 46373

WHEN RECORDED MAIL TO:

American Savings, FSB
St. John
7880 Wicker Ave
St. John, IN 46373

SEND TAX NOTICES TO:

American Savings, FSB
St. John
7880 Wicker Ave
St. John, IN 46373

Document is
NOT OFFICIAL!
ASSIGNMENT OF RENTS
This Document is the property of
the Lake County Recorder

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2013 MAR 28 AM 10:28
MICHAEL B. BROWN
RECORDER

THIS ASSIGNMENT OF RENTS dated January 17, 2013, is made and executed between Lake County Trust Company, an Indiana Corporation, as Trustee under the provisions of a Trust Agreement dated July 29, 1971, and known as Trust No. 1720, whose address is 2200 N. Main Street, Crown Point, IN 46307 (referred to below as "Grantor") and American Savings, FSB, whose address is 7880 Wicker Ave, St. John, IN 46373 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Lake County, State of Indiana:

See Attached Addendum "A".

The Property or its address is commonly known as Hobart Road, Lake Station, IN. The Property tax identification number is 45-09-09-100-001.000-021;45-09-09-100-002.000-021;45-09-08-200-002.000-021;45-09-08-200-003.000-021;45-09-17-100-001.000-021;45-09-09-200-003.000-021;45-09-09-100-016.000-021;

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents,

This document is being re-recorded for purpose of recording order correction only

CHICAGO TITLE INSURANCE COMPANY

APPROVE _____
CASH CHARGE _____
CHECK _____
CREDIT _____
COPY _____
NON-CONF _____
DEPUTY _____

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CT R&H
AD

**ASSIGNMENT OF RENTS
(Continued)**

Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property: Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Indiana and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or

placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Borrower, any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's, any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of the Trust, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed.

Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Indiana.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Lake County, State of Indiana.

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Paulson Properties LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Lake County Trust Company, an Indiana Corporation, as Trustee under the provisions of a Trust Agreement dated July 29, 1971, and known as Trust No. 1720.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, including, but not limited to, attorneys' fees, costs of collection and costs of foreclosure, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means American Savings, FSB, its successors and assigns.

Note. The word "Note" means the promissory note dated January 17, 2013, in the original principal amount of \$550,000.00 from Borrower to Lender, together with all renewals of, extensions of,

ASSIGNMENT OF RENTS
(Continued)

modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

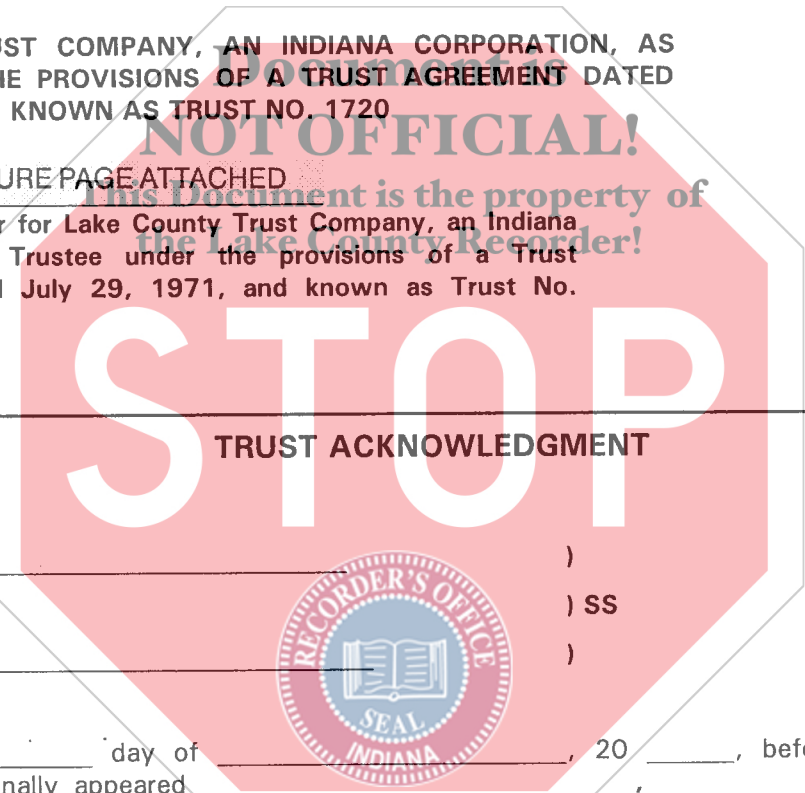
THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON JANUARY 17, 2013.

GRANTOR:

LAKE COUNTY TRUST COMPANY, AN INDIANA CORPORATION, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JULY 29, 1971, AND KNOWN AS TRUST NO. 1720

By: SEE SIGNATURE PAGE ATTACHED

Authorized Signer for Lake County Trust Company, an Indiana Corporation, as Trustee under the provisions of a Trust Agreement dated July 29, 1971, and known as Trust No. 1720



TRUST ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)



On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ of Lake County Trust Company, an Indiana Corporation, as Trustee under the provisions of a Trust Agreement dated July 29, 1971, and known as Trust No. 1720, and known to me to be an authorized trustee or agent of the trust that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the trust.

By _____

Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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 (Todd C. Williams, Vice Presiden).

This ASSIGNMENT OF RENTS was prepared by: Todd C. Williams, Vice Presiden

ADDENDUM "A"

Parcel 1: (as taken from Quit Claim Deed recorded as Document No. 2004 076429--see Torrenga Survey dated 6-20-12 Job No. 2012-0243)

A part of the Northwest Quarter of Section 9, Township 36 North, Range 7 West, City of Lake Station, Lake County, Indiana, and being more particularly described as follows:

Commencing at the Northwest corner of said Section 9, also a common corner to the respective Southeast and Northeast corners of Sections 5 and 8, which point being marked by a 3/4 inch iron pipe (flush), said corner being the point of beginning; thence South 89 degrees 36 minutes 45 seconds East along the North right of way line of the former Wabash Railroad, a distance of 244.43 feet to the West right of way line of State Road 51; thence South 04 degrees 49 minutes 02 seconds West along said West right of way, a distance of 200.55 feet to the South right of way line of said railroad; thence North 89 degrees 36 minutes 45 seconds West along said South line, a distance of 224.43 feet; thence North 00 degrees 54 minutes 17 seconds West along a line parallel to the centerline of said State Road, which line taken as being the West line of the Northwest Quarter of said Section 9, a distance of 200.00 feet to the point of beginning.

Parcel 2:(Parcel 3 as taken from Quit Claim Deed recorded as Document No. 2004 076429--see Torrenga Survey dated 6-20-12 Job No. 2012-0243)

A part of the Northeast Quarter of Section 8, Township 36 North, Range 7 West, City of Lake Station, Lake County, Indiana, and being more particularly described as follows:

Beginning at the Northeast corner of said Section 8, also a common corner to the respective Southeast and Northwest Corners of Section 5 and 9, which corner being marked by a 3/4 inch iron pipe (flush); thence South 00 degrees 54 minutes 17 seconds East along the East line of said Northeast Quarter, a distance of 200.00 feet to a point on the South right of way line of the former Wabash Railroad; thence North 89 degrees 12 minutes 52 seconds West along said South line a distance of 174.71 feet; thence North 0 degrees 54 minutes 17 seconds West parallel to said East line of the Northeast Quarter, a distance of 206.18 feet to a point on the North right of way line of the former Wabash Railroad; thence South 87 degrees 11 minutes 33 seconds East along said North line, a distance of 175.00 feet to the point of beginning.

Parcel 3: (Part of Parcel 2 as taken from Quit Claim Deed recorded as Document No. 2000 081513--see Torrenga Survey dated 6-20-12 Job No. 2012-0243)

The East 174.63 feet of the following described parcel as measured at right angles from the West line of North Half of the Northeast Quarter of Section 8, Township 36 North, Range 7 West of the Second Principal Meridian, bounded and described as follows:

Beginning on the East line of said half-quarter section at a point which is 200 feet Southerly, measured on said East line, from the Northeast corner of said half-quarter section; thence Southerly on the East line of said half-quarter section 85.83 feet to a point which is 150 feet Northwesterly measured at right angles, from the center line of the Indiana East-West Toll Road (a center line survey map of which is on file in the Office of the Recorder of Lake County, Indiana); thence South 81 degrees 53 minutes 34 seconds West parallel with said toll road center line 355.31 feet; thence North 08 degrees 06 minutes 26 seconds West at right angles to said toll road center line 50 feet; thence South 81 degrees 53 minutes 34 seconds West parallel with said toll road center line 900 feet; thence South 08 degrees 06 minutes 26 seconds East 50 feet; thence South 81 degrees 53 minutes 34 seconds West parallel with said toll road center line 715.87 feet to the center line of Hobart Road; thence North 18 degrees 05 minutes 26 seconds West on the center line of Hobart Road to the South line of the right-of-way of the Wabash Railroad Company; thence Easterly on the South line of said Railroad right-of-way to the point of beginning, in the City of Lake Station, Lake County, Indiana.

Parcel 4: (Parcel 3 as taken from Quit Claim Deed recorded as Document No. 2000 081513-- see Torrenga Survey dated 6-20-12 Job No. 2012-0243)

Part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 36 North, Range 7 West of the Second Principal Meridian, bounded and described as follows: Beginning on the West line of the said quarter quarter section at a point which is 200 feet Southerly measured on said West line, from the Northwest corner of said quarter quarter section; thence Southerly on the West line of said quarter quarter section 85.83 feet to a point which is 150 feet Northwesterly measured at right angles from the center line of the Indiana East-West Toll Road (a center line survey map of which is on file in the Office of the Recorder of Lake County, Indiana); thence North 81 degrees 53 minutes 34 seconds East, parallel with said toll road center line 187 feet to a point which is 150 feet Northwesterly measured at right angles, from said toll road center line at Station T.S. 1280 + 42.31; thence Northeasterly parallel with said toll road center line (on a spiral to the right) to the center line of State Route No. 51; thence Northerly on the center line of said highway to a point which is 200.00 feet South of the North line of said quarter quarter section; thence Westerly parallel with the North line of said quarter quarter section to the point of beginning, in the City of Lake Station, Lake County, Indiana, EXCEPT that part taken for State Road No. 51.

Parcel 5:

Part of the Northwest Quarter of the Northeast Quarter of Section 8, Township 36 North, Range 7 West of the Second Principal Meridian, bounded and described as follows: (1) Bounded on the West by the West line of said Quarter quarter section; (2) Bounded on the North by the South line of the right-of-way of the Wabash Railroad Company; (3) Bounded on the East by the Center line of Hobart Road; and (4) Bounded on the South by a line which is parallel with the one hundred seventy (170) feet Northwesterly, measured at right angles, from the center line of the Indiana East-West Toll Road (a center line survey map of which is on file in the Office of the Recorder of Lake County, Indiana), in the City of Lake Station, Lake County, Indiana.

Parcel 6:

That part of the North Half of the Northeast Quarter of Section 8, Township 36 North, Range 7 West of the Second Principal Meridian, bounded and described as follows: Beginning on the East line of said half-quarter section at a point which is 200 feet Southerly, measured on said East line, from the Northeast corner of said half-quarter Section 85.83 feet to a point which is 150 feet Northwesterly measured at right angles, from the center line of the Indiana East-West Toll Road (a center line survey map of which is on file in the Office of the Recorder of Lake County, Indiana); thence South 81 degrees 53 minutes 34 seconds West parallel with said toll road center line 355.31 feet; thence North 8 degrees 6 minutes 26 seconds West at right angles to said toll road center line 50 feet; thence South 81 degrees 53 minutes 34 seconds West parallel with said toll road center line 900 feet; thence South 8 degrees 06 minutes 26 seconds East 50 feet; thence South 81 degrees 53 minutes 34 seconds West parallel with said toll road center line 715.87 feet to the center line of Hobart Road; thence North 18 degrees 05 minutes 26 seconds West on the center line of Hobart Road to the South line of the right-of-way of the Wabash Railroad Company; thence Easterly on the South line of said Railroad right-of-way to the point of beginning, in the City of Lake Station, Lake County, Indiana.

EXCEPTING THEREFROM the following two tracts of land conveyed to the State of Indiana by Warranty Deed recorded August 19, 2004 as Document Number 2004 070768 in the Office of the Recorder of Lake County, Indiana and more particularly described as follows:

A part of the Northeast Quarter of Section 8, Township 36 North, Range 7 West, City of Lake Station, Lake County, Indiana and being more particularly described as follows: Commencing at the Northeast corner of said Section 8, also, a common corner to the respective Northwest and Southeast corner of Sections 9 and 5; which point being marked by a 3/4 inch iron pipe, flush; thence South 0 degrees 54 minutes 17 seconds East along a line parallel to the centerline of said State Road 51, which line taken as being the East line of the Northeast Quarter of said Section 8, a distance of 200.00 feet to the South right of way line or former Wabash Railroad; thence North 89 degrees 12 minutes 52 seconds West along said South line, a distance of 800.71 feet to the point of beginning; thence South 0 degrees 48 minutes 27 seconds East, a distance of 161.40 feet to the Northerly right of way line of the East-West Indiana Toll Road (being 200 feet North 8 degrees 03 minutes 07 seconds West from the centerline of said Toll Road); thence South 81 degrees 56 minutes 53 seconds West along said 200 foot right of way line, a distance of 449.59 feet; thence South 8 degrees 03 minutes 07 seconds East, a distance of 50.00 feet to the Northerly right of way line of the East-West Indiana Toll Road (being 150 feet North 8 degrees 03 minutes 07 seconds West from the centerline of the Toll Road); thence South 81 degrees 56 minutes 53 seconds West along said 150 foot right of way line, a distance of 260.47 feet; thence North 0 degrees 48 minutes 27 seconds West to the South right of way line of said railroad, a distance of 319.96 feet; thence South 89 degrees 12 minutes 52 seconds East along said South line, a distance of 698.36 feet to the point of beginning.

ALSO EXCEPTING:

A part of the Northeast Quarter of Section 8, Township 36 North, Range 7 West, City of Lake Station, Lake County, Indiana, and being more particularly described as follows: Commencing

at the Northeast corner of said Section 8, also a common corner to the respective Southeast and Northwest corners of Section 5 and 9, which corner being marked by a 3/4 inch iron pipe (flush); thence South 0 degrees 54 minutes 17 seconds East along the East line of said Northeast Quarter, a distance of 200.00 feet to a point on the South right of way line of the former Wabash Railroad; thence North 89 degrees 12 minutes 52 seconds West along said South line, a distance of 174.71 feet to the point of beginning; thence South 0 degrees 54 minutes 17 seconds East, a distance of 114.83 feet to a point on the Northerly right of way line of the East-West Indiana Toll Road (being 150 feet North 8 degrees 56 minutes 07 seconds West from the centerline of said Toll Road); thence South 81 degrees 56 minutes 53 seconds West along said Northerly right of way line, a distance of 174.23 feet; thence North 8 degrees 03 minutes 07 seconds West along the right of way line of the East-West Indiana Toll Road, a distance of 50.00 feet to a point being 200 feet from the centerline of said Toll Road; thence South 81 degrees 56 minutes 53 seconds West along said Northerly right of way, a distance of 450.41 feet; thence North 0 degrees 48 minutes 27 seconds West, a distance of 161.40 feet to a point on said South right of way line of former railroad; thence South 89 degrees 12 minutes 52 seconds East along said South line, a distance of 626.01 feet to the point of beginning.

PARCEL 6 TO BE KNOWN AS:

Part of the Northeast Quarter of Section 8, Township 36 North, Range 7 West of the Second Principal Meridian, in the City of Lake Station, Lake County, Indiana, and being more particularly described as follows: Commencing at the Northwest corner of said Northeast Quarter, thence South 89 degrees 21 minutes 49 seconds East along the North line of said Northeast Quarter, a distance of 2634.24 feet to the Northeast corner of said Section 8; thence South 00 degrees 48 minutes 45 seconds East (South 00 degrees 54 minutes 17 seconds Deeded) along the East line of said Section 8, a distance of 200.00 feet to the South right of way line of the former Wabash Railroad; thence North 89 degrees 12 minutes 52 seconds West along said South railroad right of way line, a distance of 1324.37 feet to the Point of Beginning; thence South 00 degrees 48 minutes 27 seconds East, a distance of 319.96 feet to a point on a line 150.00 feet North of the centerline of the Indiana East-West Toll Road, said point also being on the North right of way line of said Toll Road; thence South 81 degrees 56 minutes 53 seconds West along said North Toll Road right of way line, a distance of 461.79 feet to the centerline of Old Hobart Road; thence North 17 degrees 53 minutes 19 seconds West along said centerline, a distance 412.50 feet to the South line of the former Wabash Railroad; thence South 89 degrees 12 minutes 52 seconds East along said South railroad right of way, a distance of 579.48 feet to the Point of Beginning, all in Lake County, Indiana.

PARCEL 7a:

Part of the Northwest Quarter of Section 17, Township 36 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the North line of said Northwest Quarter and 70.00 feet East of the Northwest corner thereof; thence continuing along said North line, South 89 degrees 11 minutes 49 seconds East, 659.25 feet; thence South 00 degrees 33 minutes 58 seconds East, parallel to the West line of said Northwest Quarter, 574.35 feet to the Northwesterly right-of-way line of Interstate Highway No. 80 and 94; thence along said Northwesterly right-of-way line, along a curve to the right, having a radius of 22768.31 feet, an arc distance of 701.46 feet and a chord which

bears South 69 degrees 25 minutes 04 seconds West, 701.43 feet to a point 70.00 feet East of the West line of said Northwest Quarter, as measured by perpendicular measurement; thence North 00 degrees 33 minutes 58 seconds West, parallel to said West line, 830.19 feet to the point of beginning.

Parcel 7b:

Part of the Northwest Quarter of Section 17, Township 36 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the Northwest corner of said Northwest Quarter; thence South 89 degrees 11 minutes 49 seconds East along the North line of said Northwest Quarter, 70.00 feet; thence South 00 degrees 33 minutes 58 seconds East parallel with the West line of said Northwest Quarter, 829.58 feet to the Northwesterly right-of-way line of Interstate Highway No. 80 and 94; thence along said Northwesterly right-of-way line, along a curve to the right, having a radius of 22768 31 feet, an arc distance of 74.00 feet and a chord which bears South 70 degrees 25 minutes 57 seconds West, 74.00 feet to the West line of said Northwest Quarter; thence North 00 degrees 33 minutes 58 seconds West, along the said West line, 855.35 feet to the point of beginning.

Parcel 8a:

A part of the Original Government Lots 1 and 2 in Section 9, Township 36 North, Range 7 West, Calumet Township, Lake County, Indiana, described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 9; thence due South (assumed bearing), on the East line of the Northeast Quarter of said Section 9, a distance of 1007.02 feet to the centerline of I-94; thence South 52 degrees 34 minutes 30 seconds West, on said centerline, 596.91 feet, to the centerline of the I-80-90 Toll Road; thence North 65 degrees 48 minutes 00 seconds West, on the centerline of said I-80/90 Toll Road, 1649.10 feet to a point of curvature; thence South 24 degrees 12 minutes 00 seconds West, perpendicular to the centerline of said I-80/90 Toll Road, 200.00 feet to the point of beginning of this description; thence South 65 degrees 48 minutes 00 seconds East 588.25 feet to the centerline of the Burns Ditch; thence south 68 degrees 23 minutes 59 seconds West along the centerline of said Ditch, 1424.00 feet; thence North 15 degrees 05 minutes 57 seconds West 400.26 feet to a 5/8 inch capped rebar; thence North 43 degrees 14 minutes 30 seconds West 113.41 feet to a 5/8 inch capped rebar; thence North 19 degrees 19 minutes 55 seconds West 103.91 feet to a 5/8 inch capped rebar; thence North 00 degrees 39 minutes 30 seconds East 87.34 feet to a 5/8 inch capped rebar; thence North 49 degrees 28 minutes 45 seconds East 244.79 feet to a 5/8 inch capped rebar on the South line of a tract of land deeded to N.I.P.S.Co. in Document No. 1219, page 300, as found in the Office of the Recorder of Lake County, Indiana; thence South 77 degrees 03 minutes 28 seconds East, on the South line of said N.I.P.S. Co. Tract, 334.39 feet to a 5/8 inch capped rebar on the East line of said N.I.P.S.Co. Tract; thence North 20 degrees 22 minutes 32 seconds East on said East line, 145.58 feet to a 5/8 inch capped rebar; thence South 84 degrees 06 minutes 27 seconds East 136.45 feet to a 5/8 inch capped rebar; thence Southeasterly along a 5529.65 foot radius curve to the right, an arc distance of 287.84 feet to the point of beginning.

Parcel 8b:

30 foot wide easement for ingress and egress created in Agreement set out in an instrument by and between Indiana Department of Highways, Toll Road Division and Northern Indiana Public Service Company dated January 30, 1986 and recorded March 3, 1986 in Document No. 843538 in the Office of the Recorder of Lake County, Indiana, described as:

A strip of land situated in Section 9, Township 36 North, Range 7 West of the Second Principal Meridian, Lake County, Indiana, lying 15 feet wide on each side of the following described center line: Commencing at the Northeast corner of the Northeast Quarter of said Section 9; thence South along the East line of said Section 9, a distance of 266.41 feet to a point; thence Southwesterly, with a deflection angle of 78 degrees 42 minutes 01 seconds to the right, a distance of 2742.11 feet to a point; thence Southwesterly with a deflection angle of 46 degrees 46 minutes 20 seconds to the left, a distance of 79.68 feet to a point on the South line of land deeded to N.I.P.S.Co. in Deed Record 1219 page 300 in the Office of the Recorder of Lake County, Indiana, said point being 234.29 feet Westwardly (measured along the South property line) from the Southeast corner of said N.I.P.S.Co. property; thence continuing Southwesterly, along the previous line produced, a distance of 216.05 feet to a point; thence Southwesterly, with a deflection angle of 23 degrees 49 minutes 20 seconds to the left, a distance of 170.22 feet to a point; thence Southwardly with a deflection angle of 18 degrees 48 minutes 30 seconds to the left, a distance of 313.83 feet to the point of beginning of this centerline; thence Westwardly with a deflection of 99 degrees 05 minutes 30 seconds to the right, a distance of 223.54 feet to a point on the base line of the Toll Plaza approach; thence Southeasterly with a deflection angle of 102 degrees 57 minutes 00 seconds to the left and along the base line of said Toll Plaza approach, a distance of 177.20 feet to a point in the centerline of the Burns Ditch, said point being 1623.17 feet Southwesterly (measured along the centerline of said Burns Ditch) from the Southerly right of way line of the Indiana East-West Toll Road.

