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2014 082655

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 DEC 29 PM 12:02

MICHAEL B. BROWN
RECORDER

This instrument prepared by,
and after recording, return to:

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

This space reserved for Recorders use only.

Tax Identification Numbers:

45-09-19-276-001.000-022; 45-09-19-402-003.000-020
45-09-19-403-004.000-020; 45-09-19-404-001.000-020
45-09-19-406-012.000-020; 45-09-19-406-013.000-020
45-09-19-406-014.000-020; 45-09-19-406-015.000-020
45-09-19-406-016.000-020; 45-09-19-406-017.000-020
45-09-19-407-003.000-020; 45-09-19-453-002.000-020
45-09-19-453-003.000-020; 45-09-19-456-007.000-022
45-09-19-257-009.000-022; 45-09-19-453-001.000-020
45-09-19-255.004.000-022; 45-09-19-257-001.000-022
45-09-19-258-001.000-022; 45-09-19-457-004.000-020

Property Address: **534 E. 37th Avenue
Hobart, Indiana**

ASSIGNMENT OF RENTS AND LEASES

1305024ctc.com

THIS ASSIGNMENT OF RENTS AND LEASES (hereinafter, this "Assignment") is made as of December 22, 2014, by **MRR 2036 S. MICHIGAN LLC**, an Illinois limited liability company ("Assignor"), with a mailing address c/o Marc Realty LLC, 55 East Jackson Boulevard, Suite 500, Chicago, Illinois 60604, Attention: Gerald L. Nudo, to **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association ("Lender"), its successors and its assigns, with a mailing address of 525 West Monroe Street, 24th Floor, Chicago, Illinois 60661, Attention: Edward U. Notz, Jr.

\$ 42.00
M-E
CT

I
RECITALS

WHEREAS, Assignor and PV MH Sales LLC, an Indiana limited liability company (“**Pine Village**”; Assignor and Pine Village are sometimes hereinafter collectively referred to as “**Borrowers**”) have executed and delivered to Lender, a Mortgage Note of even date herewith (together with all renewals, amendments, supplements, restatements, extensions and modifications thereof and thereto, the “**Note**”), wherein Borrowers jointly and severally promise to pay to the order of Lender the principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00), in repayment of a term loan from Lender in the amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) (the “**Loan**”), together with interest thereon, at variable rates of interest and otherwise as set forth in the Note, which Note is due and payable on or before the Maturity Date (as defined in the Note), as it may be extended or accelerated in accordance with the terms of the Note;

WHEREAS, as security for the repayment of the Loan, in addition to this Assignment, there has been executed and delivered to Lender by Assignor an Open-End Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (together with all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, the “**Mortgage**”) dated as of even date herewith from Assignor to Lender, granting to Lender a first lien on the real estate described in **Exhibit A** attached hereto and hereby made a part hereof (the “**Premises**”), as well as certain other loan documents from Assignor (the Note, the Mortgage, this Assignment and all other documents or instruments given as security for repayment of or additional evidence of the Loan from Assignor, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, modifications thereof and thereto are hereinafter referred to collectively as the “**Loan Documents**”); and

WHEREAS, as security for the repayment of the Loan, in addition to the other Loan Documents, Lender requires that Assignor execute and deliver to Lender this Assignment.

II
THE GRANT

NOW, THEREFORE, as further security for the repayment of the Loan and consideration of the matters recited hereinabove, Assignor does hereby sell, assign and transfer to Lender all of Assignor’s right, title and interest in, to and under, together with all rents, issues, deposits and profits now due and which may hereinafter become due, under or by reason of any lease or any letting of, or any agreement for the use, sale, or occupancy of the Premises or any portion thereof (whether written or verbal) which may have been heretofore or may hereafter be made or agreed to or which may be made or agreed to by Lender under the powers herein granted, including without limitation sale contracts, escrow and other agreements, it being Assignor’s intention hereby to establish an absolute transfer and assignment of all such leases, contracts and agreements pertaining thereto (such leases, contracts and agreements being collectively referred to hereinbelow as “agreements” and any such individual lease, contract,

escrow or other agreement being referred to hereinbelow as an "agreement"), and all the avails thereof, to Lender; and

Assignor does hereby irrevocably appoint Lender as its true and lawful attorney in its name and stead subject to the limitations set forth in **Paragraph 4.1** hereof (with or without taking possession of the Premises) to rent, lease or sell all or any portion of the Premises to any party or parties at such price and upon such terms as Lender in its sole discretion may determine, and to collect all of such rents, issues, deposits, profits and avails now due or that may hereafter become due under any and all of such agreements or other tenancies now or hereafter existing on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions set forth hereinbelow.

This Assignment confers upon Lender a power coupled with an interest and it cannot be revoked by Assignor.

III **GENERAL AGREEMENTS**

3.1 Available Rents. Assignor represents and agrees that it will not accept rent for right of future possession paid by any person in possession of any portion of the Premises in excess of two installments thereof paid in advance and that no payment of rents to become due for any portion of the Premises has been or will be waived, conceded, released, reduced, discounted, or otherwise discharged or compromised by Assignor which would have a material adverse effect on the Loan without the prior written consent of Lender, not to be unreasonably withheld or delayed. Assignor waives any right of set-off against any person in possession of any portion of the Premises. Assignor agrees that it will not assign any of such rents, issues, profits, deposits or avails, except to a purchaser or grantee of the Premises.

3.2 License to Collect Rents. Until the occurrence of a Default hereunder, Lender specifically licenses to Assignor the right to collect and accept rent for any portion of the Premises subject, however, to the terms and conditions set forth in this Assignment. This license shall be terminated without further action by Lender upon any Default by Assignor hereunder.

3.3 Management of Premises. At all times while Lender is not in actual possession of the Premises, Assignor shall manage the Premises, or cause the Premises to be managed, in accordance with sound business practices.

3.4 Future Assignments. Assignor further agrees to assign and transfer to Lender all future leases and agreements pertaining to all or any portion of the Premises and to execute and deliver to Lender, immediately upon demand of Lender, all such further assurances and assignments pertaining to the Premises as Lender may from time to time require.

3.5 Performance of Lease Obligations. Assignor shall, at its own cost: (i) at all times perform and observe all of the material covenants, conditions and agreements of the lessor under the terms of any or all leases or similar agreements affecting all or any part of the Premises; (ii) at all times enforce and secure the performance and observance of all of the material covenants, conditions and agreements of the lessees under the terms of any or all of said

leases or other agreements; (iii) appear in and defend any action or other proceeding arising out of or in any manner connected with said leases and other agreements, and to pay any and all costs of Lender incurred by reason of or in connection with said proceedings, including reasonable attorneys' fees and court costs, and (iv) promptly furnish Lender with copies of any notices of default received by Assignor under the terms of or pursuant to any of said leases or other agreements.

IV DEFAULTS AND REMEDIES

4.1 Exercise of Rights. Although it is the intention of Assignor and Lender that this Assignment be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein unless and until a "Default" has occurred in the payment of interest or principal due under the Note or in the performance or observance of any of the other provisions of the Note, the Mortgage, this Assignment or any of the other Loan Documents and such Default has not been cured within any applicable notice or cure period; provided, however, that nothing contained herein shall be deemed to affect or impair any rights Lender may have under the Note or any of the other Loan Documents.

4.2 Application of Rents. Lender, in the exercise of the rights and powers conferred upon it herein, shall have full power to use and apply the rents, issues, deposits, profits and avails of the Premises to the payment of or on account of the following, in such order as Lender may in its sole discretion determine:

- (a) operating expenses of the Premises (including without limitation all costs of management, sale and leasing thereof, which shall include reasonable compensation to Lender and its agents, if management be delegated thereto, reasonable attorneys' fees and costs, and lease or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales), establishing any claims for damages, and premiums on Insurance authorized hereinabove;
- (b) taxes, special assessments, water and sewer charges on the Premises now or that may hereafter become due;
- (c) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises;
- (d) any indebtedness secured by the Mortgage, or any deficiency that may result from any foreclosure sale pursuant thereto; and
- (e) any remaining funds to Assignor or its successors or assigns, as their interests and rights may appear.

4.3 Authorization to Lessees. Assignor does further specifically authorize and instruct each and every present and future lessee or purchaser of all or any portion of the Premises to pay all unpaid rentals or deposits agreed upon in any lease or agreement pertaining to the Premises to Lender upon receipt of demand from Lender to pay the same without any

further notice or authorization by Assignor, and Assignor hereby waives any rights or claims it may have against any lessee by reason of such payments to Lender.

4.4 Right of Possession. In the event Lender is authorized under **Paragraph 4.1** hereof to exercise its rights hereunder (whether before or after declaration of the entire principal amount secured thereby to be immediately due, before or after institution of legal proceedings to foreclose the lien of the Mortgage, or either one of them, or before or after sale thereunder), Assignor agrees, immediately upon demand of Lender, to surrender to Lender and Lender (personally or by its agents or attorneys) shall be entitled to take actual possession of the Premises or any portion thereof, and in any such case Lender in its sole discretion may enter upon and take and maintain possession of all or any portion of the Premises, together with all the documents, books records, papers and accounts of Assignor or the then owner of the Premises relating thereto may exclude Assignor and its employees and agents wholly therefrom and may, as attorney-in-fact or agent of Assignor, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Premises and conduct business thereon either personally or by its agents, with full power to use such measures, legal or equitable, as in its sole discretion may be deemed proper or necessary to enforce the payment of security of such rents, issues, deposits, profits and avails of the Premises (including without limitation actions for the recovery of rent, actions in forcible detainer and actions in distress for rent). Assignor hereby grants Lender full power and authority to exercise each and every one of the rights, privileges and powers herein granted at any and all times thereafter, without notice to Assignor, and with full power to cancel or terminate any lease (and any sublease) or agreement pertaining to the Premises or any cause or on any ground that would entitle Assignor to cancel the same, to disaffirm any such lease (and any sublease) or agreement made subsequent to the Mortgage or subordinated to the liens thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that Lender in its sole discretion deems appropriate, to insure (and reinsure) the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all such rents, issues, deposits, profits and avails. Assignor further agrees to cooperate and facilitate Lender's collection of said funds and, upon Lender's request, shall promptly execute written notice to all lessees to make all rental payments to Lender. Notwithstanding anything to the contrary contained herein, in the event any of Lender's rights under this **Section 4.4** conflict with applicable law, Lender hereby agrees that it shall not exercise any such rights which so violate applicable law.

4.5 Indemnity. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligations, duty or liability under any leases or agreements pertaining to the Premises, and Assignor shall and does hereby agree to indemnify and hold Lender harmless from and against any and all liability, loss and damage that Lender may or might incur under any such leases or agreements or under or by reason of the assignment thereof, as well as any and all claims and demands whatsoever which be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part, to perform or discharge any of the terms, covenants or conditions contained in such leases or agreements. Should Lender incur any such liability, loss or damage under such leases or agreements, or under or by reason of the assignment thereof, or in the defense of any claims or demands relating thereto, Assignor shall reimburse Lender for the amount thereof (including without limitation reasonable attorneys' fees and expenses and court costs) immediately upon demand.

4.6 Limitation of Liability. Nothing herein contained shall be construed as making or constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions set forth herein. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Assignor.

4.7 Nature of Remedies. It is understood and agreed that the provisions set forth herein shall be deemed a special remedy given to Lender and shall not be deemed exclusive of any of the remedies granted in the Note, the Mortgage or any of the other Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

4.8 Continual Effectiveness. It is expressly understood that no judgment or decree entered on any debt secured or intended to be secured by any of the other Loan Documents shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured thereby, in whatever form such indebtedness may be, and until the indebtedness secured thereby shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, profits and avails of the Premises, by Assignor, or by any guarantor of payment of the Note, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings pursuant to the Mortgage, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

5.1 Notices. Any notice that Lender or Assignor may desire or be required to give to the other shall be in writing and shall be mailed or delivered in accordance with the terms of **Paragraph 26** of the Mortgage to the intended recipient thereof at its address hereinabove set forth as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereof. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

5.2 Governing Law; Litigation. This Assignment shall be construed and enforced according to the laws of the State of Illinois. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS **PARAGRAPH 5.2.**

5.3 Rights and Remedies. All rights and remedies set forth in this Assignment are cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein regarding any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the party of any obligations contained herein or waiver of the performance by such Party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other obligations hereunder.

5.4 Interpretation. If any provision of this Assignment or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Assignment, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. Whenever the words "including", "include" or "includes" are used in this Assignment, they should be interpreted in a non-exclusive manner as though the words "without limitation," immediately followed the same.

5.5 Successors and Assigns. This Assignment and all provisions hereof shall be binding upon Assignor, its successors, assigns and legal representatives, and all other persons or entities claiming under or through Assignor and the word "Assignor," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender," when used herein, shall include Lender's successors, assigns and legal representatives, including all other holders, from time to time, of the Note. This Assignment shall run with the land constituting the Premises.

5.6 Jury Waiver. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF ASSIGNOR AND LENDER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS ASSIGNMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF ASSIGNOR AND LENDER WITH RESPECT TO THIS ASSIGNMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF ASSIGNOR AND LENDER HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ASSIGNOR OR LENDER MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF ASSIGNOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

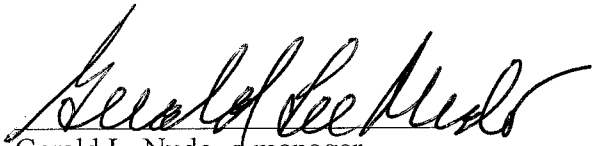
5.7 Special Damages Waiver. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST LENDER, ON THE THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS ASSIGNMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTION, THE LOAN OR THE USE OF THE PROCEEDS THEREOF.

[signatures on following page]



IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first above written.

MRR 2036 S. MICHIGAN LLC, an Illinois limited liability company

By: 
Gerald L. Nudo, a manager

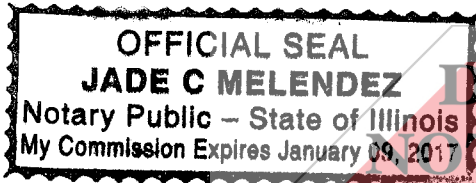


Assignment of Rents and Leases

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 Gerald L. Nudo, the Manager of **MRR 2036 S. MICHIGAN 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 Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of December, 2014.



Jade C. Melendez
Notary Public
Name: Jade C. Melendez
Notary's County of Residence: Cook
My Commission Expires: _____



I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Daniel Kohn

Mail Tax Statements to:

MRR 2036 S. Michigan LLC
c/o Marc Realty Group
55 East Jackson Boulevard
Suite 500
Chicago, Illinois 60604

Assignment of Rents and Leases

EXHIBIT "A"
LEGAL DESCRIPTION OF REAL ESTATE

Parcel 1: Lots 3 to 8, both inclusive, in Block 6, Sela A. Smith's First Addition to Hobart, as per plat thereof, recorded in Plat Book 12, page 23, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: The North half of Lot 9, in Block 6, Sela A. Smith's First Addition to Hobart, as per plat thereof, recorded in Plat Book 12, page 23, in the Office of the Recorder of Lake County, Indiana.

Parcel 3: The East 62.5 feet of Lot 1, the East 62.5 feet of the South half of Lot 2, all of Lot 3, the North half of Lot 4, all of Lot 7 and all of Lot 8, Block 1; Lots 3, 4, 7, 8, the North half of Lot 9 and the South half of Lot 10, Block 2; Lots 3 to 10, both inclusive, Block 3, Lots 1 to 5, both inclusive, Block 4; Lots 1 to 3, both inclusive, Block 5; Lot 1, Lot 2, the South half of Lot 9 and all of Lot 10, Block 6, all in Sela A. Smith's First Addition to Hobart, as per plat thereof, recorded in Plat Book 12, page 23, in the Office of the Recorder of Lake County, Indiana; also the West 12.5 feet of the North 534.30 feet of Lot "G", and the East 773 feet of the West 1315.38 feet of the South 225 feet of Lot "E", Yonan Air-Port, as per plat thereof, recorded in Plat Book 27, page 87, in the Office of the Recorder of Lake County, Indiana.

Parcel 4: The North half of Lot 10 in Block 2, Sela A. Smith's First Addition to Hobart, as per plat thereof, recorded in Plat Book 12, page 23, in the Office of the Recorder of Lake County, Indiana.

Parcel 5: The South half of Lot 4 in Block 1, Sela A. Smith's First Addition to Hobart, as per plat thereof, recorded in Plat Book 12, page 23, in the Office of the Recorder of Lake County, Indiana.

Parcel 6: Lot "G" (except the West 12.5 feet of the North 534.30 feet thereof), and the East 123.55 feet of the South 225 feet of Lot "E", Yonan Air-Port, as per plat thereof, recorded in Plat Book 27, page 87, in the Office of the Recorder of Lake County, Indiana.

Parcel 7: Lot "E" (except the East 773 feet of the West 1315.38 feet of the South 225 feet thereof; the West 542.38 feet by parallel lines to the West line of said Lot, and the East 123.55 feet of the South 225 feet of said Lot); also Lot "F" (except the West 542.38 feet by parallel lines to the West line of said Lot, and the North 41.9 feet of the East 290 feet of the West 832.38 feet by parallel lines to the West line of said Lot); also Lot "K", in Yonan Air-Port, as per plat thereof, recorded in Plat Book 27, page 87, in the Office of the Recorder of Lake County, Indiana.

Parcel 8: The North 41.19 feet of the East 290 feet of the West 832.38 feet by parallel lines to the West line of Lot "F", in Yonan Air-Port, as per plat thereof, recorded in Plat Book 27, page 87, in the Office of the Recorder of Lake County, Indiana.

Parcel 9: Lots 1 to 23, both inclusive, and all of Benedict Street lying East and adjoining Lots 1 to 12, both inclusive, and the East 110 feet of Washington Street contiguous to the East 60 feet of Lot 12 and Benedict Street, Block 4, Riverview Heights Second Addition, as per plat thereof, recorded in Plat Book 29, page 14, in the Office of the Recorder of Lake County,

Indiana.

Parcel 10: The East 125 feet of the West 542.38 feet of Lots "E" and "F", Yonan Air-Port, as per plat thereof, recorded in Plat Book 27, page 87, in the Office for the Recorder of Lake County, Indiana, also

Lot 10, Block 3, Riverview Heights Second Addition, as per plat thereof, recorded in Plat Book 29, page 14, in the Office of the Recorder of Lake County, Indiana.

Parcel 11: Lot 1 (except the East 62.5 feet thereof); the North half of Lot 2; the South half of Lot 2 (except the East 62.5 feet thereof); Lot 9 and Lot 10, in Block 1, Sela A. Smith's First Addition to Hobart, as per plat thereof, recorded in Plat Book 12, page 23, in the Office of the Recorder of Lake County, Indiana.

Parcel 12: The South 33 feet of Lot 3, and all of Lots 4 to 17, both inclusive, Block 2, in Riverside Estates, as per plat thereof, recorded in Plat Book 29, page 66, in the Office of the Recorder of Lake County, Indiana.

Parcel 13: Lots 3 to 13, both inclusive in Block 3, Riverside Estates, as per plat thereof, recorded in Plat Book 29, page 66, in the Office of the Recorder of Lake County, Indiana.

Parcel 14: Lots 1, 2, 3, 4, 6, 7 and 8 in Block 6, Riverside Estates, as per plat thereof, recorded in Plat Book 29, page 66, in the Office of the Recorder of Lake County, Indiana.

Parcel 15: Lots 1 to 10, both inclusive, in Block 7, Riverside Estates, as per plat thereof, recorded in Plat Book 29, page 66, in the Office of the Recorder of Lake County, Indiana.

Parcel 16: Lots 1 to 4, both inclusive, in Block 10, Riverside Estates, as per plat thereof, recorded in Plat Book 29, page 66, in the Office of the Recorder of Lake County, Indiana.

Parcel 17: Lots 11 to 19, both inclusive, except the West 41.93 feet thereof, in Block 3, Riverview Heights Second Addition as per plat thereof, recorded in Plat Book 29, page 14, in the Office of the Recorder of Lake County, Indiana.

Parcel 18: Lot 4, (except the West 145 feet thereof), in Block 5, Sela A. Smith's First Addition to Hobart, as per plat thereof, recorded in Plat Book 12, page 23, in the Office of the Recorder of Lake County, Indiana.

Parcel 19: Lot 6 in Block 3, Riverview Heights Second Addition, as per plat thereof, recorded in Plat Book 29, page 14, in the Office of the Recorder of Lake County, Indiana.

Parcel 20: Lot 1 and Lot 2, in Block 3, Sela A. Smith's First Addition to Hobart as per plat thereof, recorded in Plat Book 12, page 23, in the Office of the Recorder of Lake County, Indiana.

Parcel 21: Pine Village Seventh as per plat thereof, recorded in Plat Book 85, page 9, in the Office of the Recorder of Lake County, Indiana, described as follows: All of Blocks 1 and 2 and the West 41.93 feet of Block 3 in Riverview Heights 2nd Addition as shown in Plat Book 29 page 34, in the Recorder's Office; all of vacated Sobieski Street and Pulaski Street, both streets vacated from Washington Street on the South to the City of Lake Station city limits on

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the North; also a tract of land 124.56 feet by 270.0 feet, bounded by Wisconsin Street on the West, Washington Street on the South, Sobieski Street on the East and Block 1 of Riverview Heights 2nd Addition as recorded in the Recorder's Office of Lake County, Indiana on the North.

Lots 1 to 5, both inclusive, and Lots 7 to 10, both inclusive, in Block 3 in Riverview Heights Second Addition, as per plat thereof, recorded in Plat Book 29 page 14, in the Office of the Recorder of Lake County, Indiana.

Parcel 22: Lot 5 in Block 6 in Riverside Estates, as per plat thereof, recorded in Plat Book 29, page 66, in the Office of the Recorder of Lake County, Indiana.

Parcel 23: Lots 5 and 6 in Block 1, Lots 5 and 6 in Block 2, Lots 1 to 10, both inclusive, in Block 7, and Lots 1 to 10, both inclusive, in Block 8, in Sela A. Smith's First Addition to Hobart, as per plat thereof, recorded in Plat Book 12, page 23, in the Office of the Recorder of Lake County, Indiana.

Parcel 24: That part of vacated Benedict Street lying East of and adjoining Lot 5 in Block 1 and east of and adjoining Lots 1 to 5, both inclusive, in Block 8, also that part of vacated Kociuszko Street adjoining Lots 6 to 10, both inclusive, in Block 8; also that part of vacated Cleveland Street, lying East of the East line of Pulaski Street, and West of the East line of vacated Benedict Street, also that part of the vacated alley lying West of and adjoining Lot 5 in Block 1 and West of and adjoining Lots 1 to 5, both inclusive, in Block 8, also that part of the vacated alley lying West of and adjoining Lot 5 in Block 2 and West of and adjoining Lots 1 to 5, both inclusive, in Block 7, all in Sela A. Smith's First Addition to Hobart, as per plat thereof, recorded in Plat Book 12, page 23, in the Office of the Recorder of Lake County, Indiana.

EXCEPTING FROM THE ABOVE PARCELS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION, as set out in Order recorded June 9, 2006, as Instrument Number 2006 049139, as follows:

A part of Lot 4 in Block 5 of the Sela A. Smith's First Addition to Hobart, a Subdivision of Lake County, Indiana, as per plat thereof recorded in Plat Book 12, Page 23, in the Office of the Recorder of Lake County, being a part of the Southeast Quarter of Section 19, Township 36 North, Range 7 West of Lake County, Indiana, and being a part of the land of the land of Instrument Number 93002377; lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the southeast corner of said Lot; thence North 89 degrees 00 minutes 26 seconds West (assumed bearing) 38.100 meters (125.00 feet) along the south line of said Lot to the southwest corner of the grantor's land; thence North 1 degree 18 minutes 09 seconds West 3.099 meters (10.17 feet) along the west line of the grantor's land; thence South 89 degrees 11 minutes 19 seconds East 38.095 meters (124.98 feet) to the east line of said Lot designated as point "45203" on said plat; thence South 1 degree 18 minutes 09 seconds East 3.219 meters (10.56 feet) along the east line of said Lot to the point of beginning and containing 120.3 square meters (1,294 square feet), more or less.

Also, a part of Lot 6 in Block 6 of the Sela A. Smith's First Addition to Hobart, a Subdivision of Lake County, Indiana, as per plat thereof recorded in Plat Book 12, Page 23, in the Office of the Recorder of Lake County, being a part of the Southeast Quarter of Section 19, Township 36 North, Range 7 West of Lake County, Indiana, and being a part of the land of Instrument Number 691437; lying within the right of way lines depicted on the attached Right of Way

Parcel Plat marked Exhibit "B", described as follows: Beginning at the southwest corner of said Lot; thence North 1 degree 18 minutes 09 seconds West (assumed bearing) 3.268 meters (10.72 feet) along the west line of said Lot to a point designated as "45300" on said plat; thence South 89 degrees 11 minutes 19 seconds East 38.705 meters (126.98 feet) to the east line of said Lot designated as point "45301" on said plat; thence South 1 degree 18 minutes 09 seconds East 33.90 meters (11.12 feet) along the east line of said Lot to the southeast corner of said Lot; thence North 89 degrees 00 minutes 26 seconds West 38.710 meters (127.00 feet) along the south line of said Lot to the point of beginning and containing 128.8 square meters (1,386 square feet), more or less.

Also, a part of Lot 5 in Block 6 of the Sela A, Smith's First Addition to Hobart, a Subdivision of Lake County, Indiana, as per plat thereof recorded in Plat Book 12, Page 23, in the Office of the Recorder of Lake County, being a part of the Southeast Quarter of Section 19, Township 36 North, Range 7 West of Lake County, Indiana, and being a part of the land of Instrument Number 691437; lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the southwest corner of said Lot; thence North 1 degree 18 minutes 09 seconds West (assumed bearing) 3.406 meters (11.17 feet) along the west line of said Lot to a point designated as "45302" on said plat; thence South 89 degrees 11 minutes 19 seconds East 38.705 meters (126.98 feet) to the east line of said Lot designated as point "45303" on said plat; thence South 1 degree 18 minutes 09 seconds East 3.528 meters (11.57 feet) along the east line of said Lot designated as point "45303" on said plat; thence South 1 degree 18 minutes 09 seconds East 3.528 meters (11.57 feet) along the east line of said Lot to the southeast corner of said Lot; thence North 89 degrees 00 minutes 26 seconds West 38.710 meters (127.00 feet) along the south line of said Lot to the point of beginning and containing 134.1 square meters (1,443 square feet), more or less.

Also, a part of Lots 5 and 6 in Block 7, Lots 5 and 6 of Block 8, the vacated alley between Lots 5 and 6 in said Block 7, the vacated alley between Lots 5 and 6 in said Block 8, the vacated street between Lot 5 of said Block 7 and Lot 6 of said Block 8, and vacated Benedict Street, all of Sela A. Smith's First Addition to Hobart, a Subdivision of Lake County, Indiana, as per plat thereof recorded in Plat Book 12, Page 23, in the Office of the Recorder of Lake County, being a part of the Southeast Quarter of Section 19, Township 36 North, Range 7 West of Lake County, Indiana, and being a part of the land of Instrument Number 95012973, Instrument Number 95012974, and Instrument Number 95012975; lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the southwest corner of said Lot 6 of Block 7; thence North 1 degree 18 minutes 09 seconds West (assumed bearing) 3.576 meters (11.73 feet) along the west line of said Lot 6 of Block 7 to a point designated as "45400" on said plat; thence South 89 degrees 11 minutes 19 seconds East 154.099 meters (505.57 feet) to a point designated as "45401" on said plat; thence North 45 degrees 48 minutes 41 seconds East 9.900 meters (32.48 feet) to a point designated as "45402" on said plat; thence South 86 degrees 21 minutes 34 seconds East 40.522 meters (132.95 feet) to the east line of the grantors' land being the former east line of Benedict Street designated as point "11711" on said plat; thence South 1 degree 17 minutes 39 seconds East 9.218 meters (30.24 feet) along the east line of the grantors' land being the former east line of Benedict Street to the southeast corner of grantors' land; thence North 89 degrees 00 minutes 26 seconds West 201.779 meters (662.00 feet) along the south line of said Lots and the prolongation of the south line of said Lots across the alleys and streets to the point of beginning and containing 1,053.2 square meters (11,337 square feet), more or less.

Parcel 25: Those streets and alleys vacated by An Ordinance Vacating Streets Alleys Ordinance No. 2014-05 recorded June 24, 2014 as Instrument No. 2014 036243, more particularly described as follows:

Kosciuszko Street lying South of the city limit of Lake Station and North of Washington Street; AND Benedict Street lying South of the city limit of Lake Station and North of Washington Street; AND Washington Street lying East of Wisconsin Street, all as shown in Riverview Heights Second Addition in Plat Book 29 page 14 in the Office of the Recorder of Lake County, Indiana.

-ALSO-

The North-South alley lying East of Pulaski Street and West of Kosciuszko Street from the North line of Lots 5 and 6 to the South line of Lots 2 and 9 in Block 2; AND the West 1/2 of the North-South alley lying East of Pulaski Street and West of Kosciuszko Street from the South line of the North 1/2 of Lot 9 to the North line of Lot 10 in Block 2; AND The North-South alley lying East of Kosciuszko Street and West of Benedict Street and North of the North line of Lots 5 and 6 in Block 1; AND Kosciuszko Street from the North line of Lot 5 in Block 2 and Lot 6 in Block 1 to the North line of Lot 3 in Block 2 and the North line of Lot 8 in Block 1; AND Benedict Street from the North line of Lot 5 in Block 1 to the South line of Garfield Avenue; AND Garfield Avenue from the East line of Kosciuszko Street to the East line of Benedict Street, all as shown in Sela A. Smith's First Addition in Plat Book 12, page 23. and North of the North line of Lots 5 and 6 in Block 2; AND The North-South alley lying East of Kosciuszko Street and West of Benedict Street and North of the North line of Lots 5 and 6 in Block 1; AND Kosciuszko Street from the North line of Lot 5 in Block 2 and Lot 6 in Block 1 to the North line of Lot 3 in Block 2 and the North line of Lot 8 in Block 1; AND Benedict Street from the North line of Lot 5 in Block 1 to the South line of Garfield Avenue; AND Garfield Avenue from the East line of Kosciuszko Street to the East line of Benedict Street, all as shown in Sela A. Smith's First Addition in Plat Book 12, page 23.

PIN Nos.: 45-09-19-276-001.000-022
45-09-19-402-003.000-020
45-09-19-403-004.000-020
45-09-19-404-001.000-020
45-09-19-406-012.000-020
45-09-19-406-013.000-020
45-09-19-406-014.000-020
45-09-19-406-015.000-020
45-09-19-406-016.000-020
45-09-19-406-017.000-020
45-09-19-407-003.000-020
45-09-19-453-002.000-020
45-09-19-453-003.000-020
45-09-19-456-007.000-022
45-09-19-257-009.000-022
45-09-19-453-001.000-020
45-09-19-255.004.000-022

DM2\5040859.4

45-09-19-257-001.000-022
45-09-19-258-001.000-022
45-09-19-457-004.000-020

Common Address: 534 E. 37th Avenue
Hobart, Indiana

