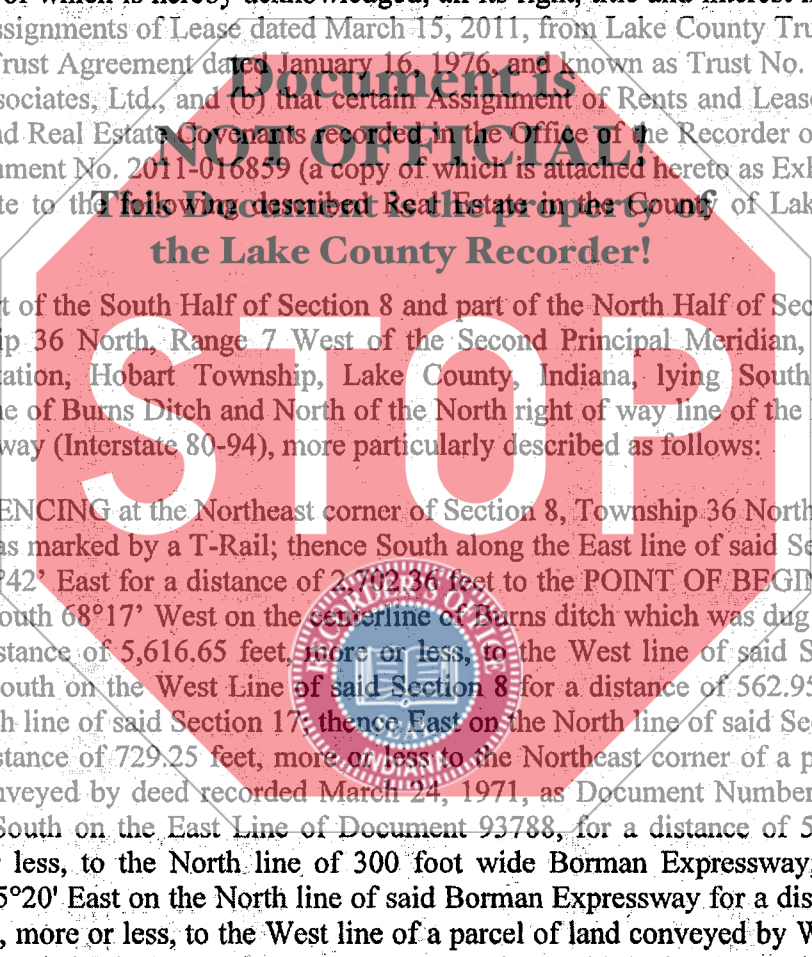


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**ASSIGNMENT OF  
ASSIGNMENT OF RENTS AND LEASE RIGHTS,  
GRANT OF EASEMENT, AND REAL ESTATE COVENANTS**

Pierce, Upman and Associates, Ltd., an Illinois corporation (hereinafter referred to as "Assignor"), does hereby grant, bargain, sell and assign to Pierce Upman, LLC, an Indiana limited liability company (hereinafter referred to as "Assignee"), whose Principal Office is located at 4104 Angel Wing Court, Lutz, Florida 33558, and whose current Registered Agent address is Taft Service Solutions Corp., One Indiana Square, Suite 3500, Indianapolis, Indiana 46204, for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all its right, title and interest in and under (a) those certain Assignments of Lease dated March 15, 2011, from Lake County Trust Company as Trustee under Trust Agreement dated January 16, 1976, and known as Trust No. 2313 to Pierce, Upman and Associates, Ltd., and (b) that certain Assignment of Rents and Lease Rights, Grant of Easement, and Real Estate Covenants recorded in the Office of the Recorder of Lake County, Indiana as Document No. 2011-016859 (a copy of which is attached hereto as Exhibit A). Those documents relate to the following described Real Estate in the County of Lake and State of Indiana, to wit:



That part of the South Half of Section 8 and part of the North Half of Section 17, Township 36 North, Range 7 West of the Second Principal Meridian, City of Lake Station, Hobart Township, Lake County, Indiana, lying South of the centerline of Burns Ditch and North of the North right of way line of the Borman Expressway (Interstate 80-94), more particularly described as follows:

COMMENCING at the Northeast corner of Section 8, Township 36 North, Range 7 West as marked by a T-Rail; thence South along the East line of said Section 8, South 1°42' East for a distance of 2,702.36 feet to the POINT OF BEGINNING; thence south 68°17' West on the centerline of Burns ditch which was dug in 1924 for a distance of 5,616.65 feet, more or less, to the West line of said Section; thence south on the West Line of said Section 8 for a distance of 562.95 feet to the North line of said Section 17; thence East on the North line of said Section 17 for a distance of 729.25 feet, more or less to the Northeast corner of a parcel of land conveyed by deed recorded March 24, 1971, as Document Number 93788; thence South on the East Line of Document 93788, for a distance of 560 feet, more or less, to the North line of 300 foot wide Borman Expressway; thence North 65°20' East on the North line of said Borman Expressway for a distance of 650 feet, more or less, to the West line of a parcel of land conveyed by Warranty Deed recorded July 16, 1981, as Document Number 636628; thence North on said West line of the East Half of the Northwest Quarter Section 17, 320 feet, more or less, to the South line of Section 8; thence East on said South line of Section 8 for a distance of 798.73 feet, more or less, to the North right of way line of said Borman Expressway; thence North 65°20' East on said North line of the Borman Expressway, 565.0 feet, more or less, to the North-South centerline of said Section 8 and the West line of a parcel of land conveyed by Corporate Warranty Deed recorded September 26, 1983, as Document Number 727084; thence North

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LAKE COUNTY AUDITOR

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on said North-South centerline for a distance of 515.0 feet, more or less, to the centerline of abandoned Little Calumet River and the Northwest side of Document 727084; thence North  $66^{\circ}20'$  East along said centerline of abandoned Little Calumet River, which is also the Northerly line of Document 727084; for a distance of 420.0 feet, more or less, thence South  $42^{\circ}40'$  East on said centerline of the abandoned Little Calumet River and the Northerly line of Document 727084, for a distance of 425.0 feet, more or less; thence North  $32^{\circ}20'$  East along the centerline of said abandoned Little Calumet River and the Northerly line of Document 727084, for a distance of 180.0 feet; thence North  $60^{\circ}20'$  East along the centerline of said abandoned Little Calumet River and the Northerly line of Document 727084, for a distance of 120.0 feet; thence South  $39^{\circ}20'$  East along said centerline of abandoned Little Calumet River and the Northerly line of Document 727084, 230 feet, more or less, to the North right of way line of 300 foot wide Borman Expressway; thence North  $65^{\circ}20'$  East on said North right of way line for a distance of 614.75 feet, more or less, to a concrete right of way marker; thence Northeasterly on a curved line of 1,600 foot radius, convexed to the Southeast, where chord has a bearing of North  $45^{\circ}50'$  East and a length of 800 feet to a right of way marker; thence North  $27^{\circ}39'15''$  East for a distance of 96.93 feet to the centerline of the abandoned Little Calumet River; thence along the centerline of the abandoned Little Calumet River the following 11 distances:

- (1) Northwesterly on the centerline of the abandoned Little Calumet River in a straight line that makes an interior angle of  $135^{\circ}43'15''$  measured Southwest through West to Northwest with aforesaid 96.93 foot line for a distance of 145.00 feet;
- (2) thence Northwesterly on the centerline of the abandoned Little Calumet River on a straight line that makes an exterior angle of  $164^{\circ}28'26''$  measured South through East to Northwest with aforesaid 145-foot line for a distance of 132.00 feet;
- (3) thence Northwesterly in a straight line that makes an exterior angle of  $194^{\circ}52'48''$  measured Southeast through East to Northwest with aforesaid 132-foot line for a distance of 138.00 feet;
- (4) thence Northwesterly in a straight line that makes an exterior angle of  $186^{\circ}16'56''$  measured Southeast through East to Northwest with aforesaid 138-foot line for a distance of 70.00 feet;
- (5) thence Northwesterly in a straight line that makes an exterior angle of  $179^{\circ}18'46''$  measured Southeast through East to Northwest with aforesaid 70-foot line for a distance of 80.00 feet;
- (6) thence Northeasterly in a straight line that makes an exterior angle of  $125^{\circ}26'29''$  measured Southeast through East to Northeast with aforesaid 80-foot line for a distance of 75.00 feet;



(7) thence Northeasterly in a straight line that makes an exterior angle of 166°28'27" measured Southwest through East to Northeast with aforesaid 75-foot line for a distance of 65.00 feet;

(8) thence Northeast in a straight line that makes an exterior angle of 151°49'42" measured Southwest through South to Northeast with aforesaid 65-foot line for a distance of 55.00 feet;

(9) thence Northeasterly in a straight line that makes an exterior angle of 169°38'17" measured Southwest through South to Northeast with aforesaid 55-foot line for a distance of 122.00 feet;

(10) thence Northeasterly in a straight line that makes an exterior angle of 181°53'15" measured Southwest through South to Northeast with aforesaid 122-foot line for a distance of 153.00 feet;

(11) thence Northeasterly in a straight line that makes an exterior angle of 194°29'47" measured Southwest through South to Northeast with aforesaid 153-foot line for a distance of 141.47 feet to a point in the Section line between said Sections 8 and 9 at a point 373.65 feet South of the point of beginning;

thence North on said Section line between said Sections 8 and 9 for a distance of 373.65 feet to the POINT OF BEGINNING;

(hereinafter referred to as the "Real Estate");

COMMONLY KNOWN AS: 1300 Block South of Burns Ditch and North of Interstate 80-94 Lake Station, IN 46405;

At the date of this instrument, being assessed for real estate taxes under the following Tax Parcel Numbers:

all of 45-09-08-300-003.000-021;

all of 45-09-08-300-004.000-021;

part of 45-09-08-300-002.000-021, and

part of 45-09-17-100-002.000-02;

together with the right of ingress and egress over and upon the Real Estate for the purpose of inspecting and verifying the non-agricultural uses of the Real Estate.

Fee simple title to the Real Estate, along with other land, was obtained through the Deed In Trust dated January 16, 1976, and recorded February 10, 1976, as document number 337117, in the Office of the Recorder of Lake County, Indiana, executed by Dorothy B. Abel, an unmarried woman, to LAKE COUNTY TRUST COMPANY, a corporation of Indiana, AS TRUSTEE under the provisions of a Trust Agreement dated the 16th day of January 1976, known as Trust Number 2313.

IN WITNESS WHEREOF, Pierce, Upman and Associates, Ltd. has executed this instrument and hereunto set its hand and seal this 7th day of April, 2015.

PIERCE, UPMAN AND ASSOCIATES, LTD.

By: Michael Thorsen  
Name: Michael Thorsen  
Its: President

After Recording Return To:

Edward J. Halper  
Taft Stettinius & Hollister LLP  
111 East Wacker Drive  
Suite 2800  
Chicago, IL 60601

Mail Address of Assignee:

**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

Pierce Upman, LLC  
c/o Taft Service Solutions Corp.  
One Indiana Square  
Suite 3500  
Indianapolis, IN 46204

STATE OF Pennsylvania  
COUNTY OF Philadelphia SS.

Before me the undersigned, a Notary Public in and for said County and State, personally appeared to me MICHAEL THORSEN, President of Pierce, Upman and Associates, Ltd., who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation and as his free and voluntary act, acting for such corporation, as President.

Given under my hand and official seal on this 7 day of April, 2015.

Cynthia A. Armour  
Notary Public

My commission expires: 7/8/2018

1369173.1

NOTARIAL SEAL  
Cynthia Angela Armour  
NOTARY PUBLIC  
Philadelphia City, Philadelphia County  
My Commission Expires 07/09/2018

# EXHIBIT A





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LAKE COUNTY  
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MICHELLE R. UPMAN  
RECORDER

### ASSIGNMENT OF RENTS AND LEASE RIGHTS, GRANT OF EASEMENT, AND REAL ESTATE COVENANTS

*Know All Men By These Presents* that LAKE COUNTY TRUST COMPANY, a corporation of Indiana, AS TRUSTEE under the provisions of a Trust Agreement dated the 16<sup>th</sup> day of January 1976, known as **Trust Number 2313** (hereinafter referred to as "Assignor"), of Lake County, in the State of Indiana, does hereby grant, bargain, sell, and assign to:

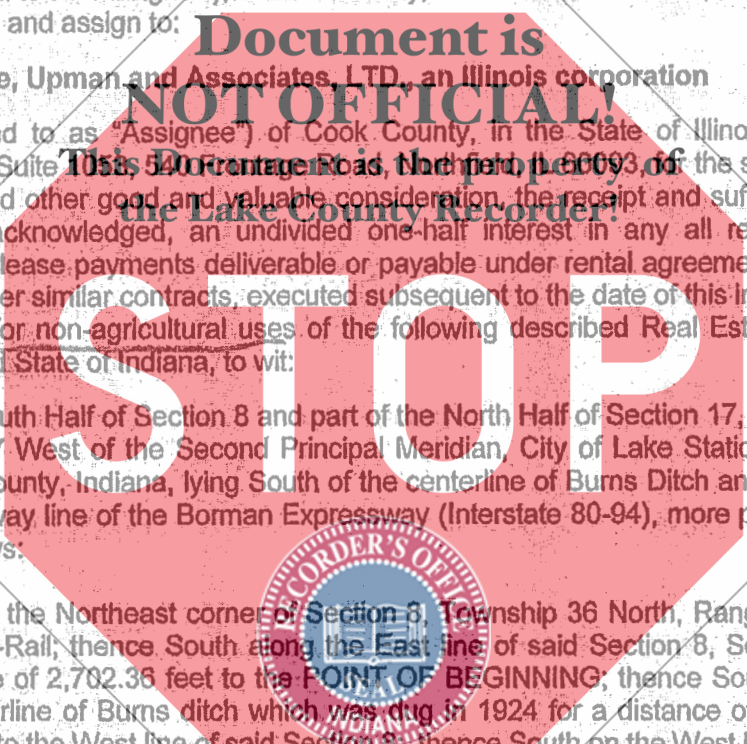
**Pierce, Upman and Associates, LTD., an Illinois corporation**

(hereinafter referred to as "Assignee") of Cook County, in the State of Illinois, whose current address is Suite 500, Franklin Road, Wheeling, IL 60093, of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, an undivided one-half interest in any all rents, fees, commissions, and lease payments deliverable or payable under rental agreements, lease agreements, or other similar contracts, executed subsequent to the date of this instrument, providing income for non-agricultural uses of the following described Real Estate in the County of Lake and State of Indiana, to wit:

That part of the South Half of Section 8 and part of the North Half of Section 17, Township 36 North, Range 7 West of the Second Principal Meridian, City of Lake Station, Hobart Township, Lake County, Indiana, lying South of the centerline of Burns Ditch and North of the North right of way line of the Borman Expressway (Interstate 80-94), more particularly described as follows:

COMMENCING at the Northeast corner of Section 8, Township 36 North, Range 7 West as marked by a T-Rail; thence South along the East line of said Section 8, South 1°42' East for a distance of 2,702.36 feet to the POINT OF BEGINNING; thence South 68°17' West on the centerline of Burns ditch which was dug in 1924 for a distance of 5,616.65 feet, more or less, to the West line of said Section 8; thence South on the West line of said Section 8 for a distance of 562.95 feet to the North line of said Section 17; thence East on the North line of said Section 17 for a distance of 729.25 feet, more or less, to the

(ASSIGNMENT OF RENTS AND LEASE RIGHTS, GRANT OF EASEMENT, AND REAL ESTATE COVENANTS - PAGE 1 OF 8, EXCLUDING SIGNATURE AND NOTARY CLAUSE PAGES)



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LAKE COUNTY AUDITOR

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Northeast corner of a parcel of land conveyed by deed recorded March 24, 1971, as Document Number 93788; thence South on the East Line of Document 93788, for a distance of 560 feet, more or less, to the North line of 300 foot wide Borman Expressway; thence North 65°20' East on the North line of said Borman Expressway for a distance of 650 feet, more or less, to the West line of a parcel of land conveyed by Warranty Deed recorded July 16, 1981, as Document Number 636628; thence North on said West line of the East Half of the Northwest Quarter Section 17, 320 feet, more or less, to the South line of Section 8; thence East on said South line of Section 8 for a distance of 798.73 feet, more or less, to the North right of way line of said Borman Expressway; thence North 65°20' East on said North line of the Borman Expressway, 565.0 feet, more or less, to the North-South centerline of said Section 8 and the West line of a parcel of land conveyed by Corporate Warranty Deed recorded September 26, 1983, as Document Number 727084; thence North on said North-South centerline for a distance of 515.0 feet, more or less, to the centerline of abandoned Little Calumet River and the Northwest side of Document 727084; thence North 66°20' East along said centerline of abandoned Little Calumet River, which is also the Northerly line of Document 727084, for a distance of 420.0 feet, more or less, thence South 42°40' East on said centerline of the abandoned Little Calumet River and the Northerly line of Document 727084, for a distance of 425.0 feet, more or less; thence North 32°20' East along the centerline of said abandoned Little Calumet River and the Northerly line of Document 727084, for a distance of 180.0 feet; thence North 60°20' East along the centerline of said abandoned Little Calumet River and the Northerly line of Document 727084, for a distance of 120.0 feet; thence South 39°20' East along said centerline of abandoned Little Calumet River and the Northerly line of Document 727084, 230 feet, more or less, to the North right of way line of 300 foot wide Borman Expressway; thence North 65°20' East on said North right of way line for a distance of 614.75 feet, more or less, to a concrete right of way marker; thence Northeasterly on a curved line of 1,600 foot radius, convexed to the Southeast, where chord has a bearing of North 45°50' East and a length of 800 feet to a right of way marker; thence North 27°39'15" East for a distance of 96.93 feet to the centerline of the abandoned Little Calumet River; thence along the centerline of the abandoned Little Calumet River the following 11 distances:

- (1) Northwesterly on the centerline of the abandoned Little Calumet River in a straight line that makes an interior angle of 135°43'15" measured Southwest through West to Northwest with aforesaid 96.93 foot line for a distance of 145.00 feet;
- (2) thence Northwesterly on the centerline of the abandoned Little Calumet River on a straight line that makes an exterior angle of 164°28'26" measured South through East to Northwest with aforesaid 145-foot line for a distance of 132.00 feet;
- (3) thence Northwesterly in a straight line that makes an exterior angle of 194°52'48" measured Southeast through East to Northwest with aforesaid 132-foot line for a distance of 138.00 feet;

(ASSIGNMENT OF RENTS AND LEASE RIGHTS, GRANT OF EASEMENT, AND REAL ESTATE COVENANTS – PAGE 2 OF 8, EXCLUDING SIGNATURE AND NOTARY CLAUSE PAGES)



(4) thence Northwesterly in a straight line that makes an exterior angle of  $186^{\circ}16'56''$  measured Southeast through East to Northwest with aforesaid 138-foot line for a distance of 70.00 feet;

(5) thence Northwesterly in a straight line that makes an exterior angle of  $179^{\circ}18'46''$  measured Southeast through East to Northwest with aforesaid 70-foot line for a distance of 80.00 feet;

(6) thence Northeasterly in a straight line that makes an exterior angle of  $125^{\circ}26'29''$  measured Southeast through East to Northeast with aforesaid 80-foot line for a distance of 75.00 feet;

(7) thence Northeasterly in a straight line that makes an exterior angle of  $166^{\circ}28'27''$  measured Southwest through East to Northeast with aforesaid 75-foot line for a distance of 65.00 feet;

(8) thence Northeast in a straight line that makes an exterior angle of  $151^{\circ}49'42''$  measured Southwest through East to Northeast with aforesaid 65-foot line for a distance of 55.00 feet;

(9) thence Northeasterly in a straight line that makes an exterior angle of  $169^{\circ}38'17''$  measured Southwest through South to Northeast with aforesaid 55-foot line for a distance of 122.00 feet;

(10) thence Northeasterly in a straight line that makes an exterior angle of  $181^{\circ}53'15''$  measured Southwest through South to Northeast with aforesaid 122-foot line for a distance of 153.00 feet;

(11) thence Northeasterly in a straight line that makes an exterior angle of  $194^{\circ}29'47''$  measured Southwest through South to Northeast with aforesaid 153-foot line for a distance of 141.47 feet to a point in the Section line between said Sections 8 and 9 at a point 373.65 feet South of the point of beginning;

thence North on said Section line between said Sections 8 and 9 for a distance of 373.65 feet to the POINT OF BEGINNING;

(hereinafter referred to as the "Real Estate");

COMMONLY KNOWN AS: 1300 Block South of Burns Ditch and North of Interstate 80-94  
Lake Station, IN 46405;

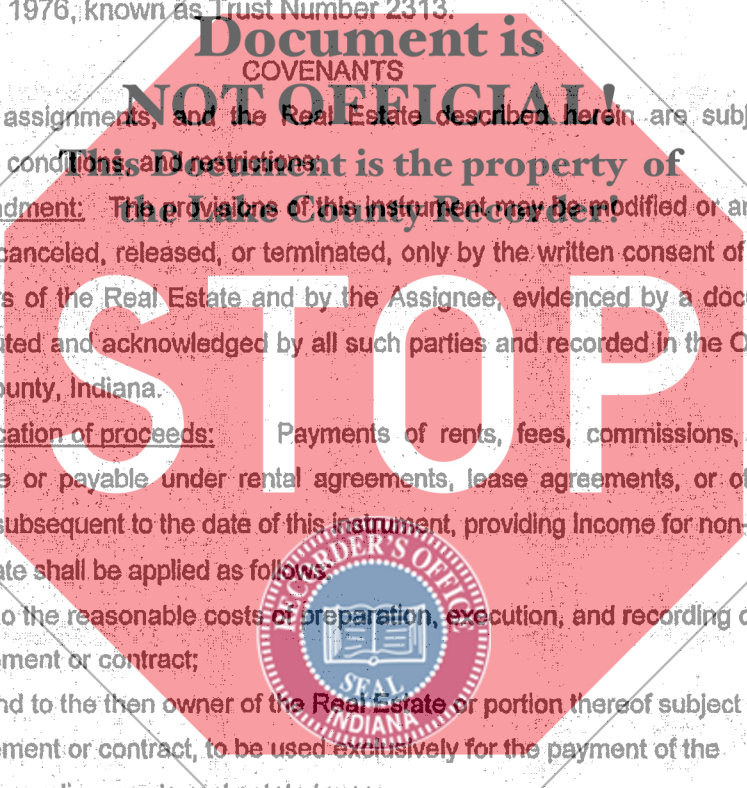
(ASSIGNMENT OF RENTS AND LEASE RIGHTS, GRANT OF EASEMENT, AND REAL ESTATE COVENANTS – PAGE 3 OF 8, EXCLUDING SIGNATURE AND NOTARY CLAUSE PAGES)



At the date of this instrument, being assessed for real estate taxes under the following Tax Parcel Numbers:

- all of 45-09-08-300-003.000-021;
- all of 45-09-08-300-004.000-021;
- part of 45-09-08-300-002.000-021 ; and
- part of 45-09-17-100-002.000-02;

together with the right of ingress and egress over and upon the Real Estate for the purpose of inspecting and verifying the non-agricultural uses of the Real Estate. Fee simple title to the Real Estate, along with other land, was obtained through the Deed In Trust dated January 16, 1976, and recorded February 10, 1976, as document number 337117, in the Office of the Recorder of Lake County, Indiana, executed by Dorothy B. Abel, an unmarried woman, to LAKE COUNTY TRUST COMPANY, a corporation of Indiana, AS TRUSTEE under the provisions of a Trust Agreement dated the 16<sup>th</sup> day of January 1976, known as Trust Number 2313.



The grants, assignments, and the Real Estate described herein are subject to the following covenants, conditions and restrictions:

1. Amendment: The provisions of this instrument may be modified or amended, in whole or in part, or canceled, released, or terminated, only by the written consent of the record title owner or owners of the Real Estate and by the Assignee, evidenced by a document that has been fully executed and acknowledged by all such parties and recorded in the Office of the Recorder of Lake County, Indiana.

2. Application of proceeds: Payments of rents, fees, commissions, and lease payments deliverable or payable under rental agreements, lease agreements, or other similar contracts, executed subsequent to the date of this instrument, providing income for non-agricultural uses of the Real Estate shall be applied as follows:

First to the reasonable costs of preparation, execution, and recording of any such agreement or contract;

Second to the then owner of the Real Estate or portion thereof subject to such agreement or contract, to be used exclusively for the payment of the corresponding year's real estate taxes;

Third and finally, the remaining balance shall be divided equally between the then owner of the Real Estate or portion thereof subject to such agreement and Assignee.

(ASSIGNMENT OF RENTS AND LEASE RIGHTS, GRANT OF EASEMENT, AND REAL ESTATE COVENANTS - PAGE 4 OF 8, EXCLUDING SIGNATURE AND NOTARY CLAUSE PAGES)

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3. Free Assignability by Assignee: Assignee shall have the right to sell and or assign any or all of Assignee's rights under this instrument to any purchaser or assignee under any terms that Assignee, in Assignee's sole discretion, deems acceptable, without any consent required from Assignor or Assignor's successor in interest. However, Assignee shall notify Assignor or Assignor's successor in interest, as the case may be, in writing of any such sale or assignment within thirty (30) calendar days of any such sale or assignment.

4. Governing Law: All questions concerning the construction, validity, and interpretation of this instrument and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of Indiana.

5. Grantee's Acceptance: The grantee of the Real Estate, or any portion or parcel of the Real Estate, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from a party executing this instrument or from a subsequent owner of the Real Estate described in this instrument, shall accept such deed or contract upon and subject to the rights, easement, covenants, conditions and obligations set forth in this instrument. By such acceptance, any such grantee shall for said grantee, grantee's successors, assigns, heirs, and personal representatives, covenant, consent, and agree to keep, observe, comply with, and perform the obligations and agreements set forth in this instrument with respect to the property so acquired by such grantee.

6. Interpretation: The headings to Sections, paragraphs, and other clauses to this instrument are for convenience only and in no way are to be interpreted as limiting any provision to this instrument. No determination by any court, governmental body or otherwise that any provision of this instrument or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with, applicable law.

7. Liability for Use of Easement: Assignee agrees to pay for actual damages to growing crops, pasturage, timber, fences, drain tile, or buildings of Assignor resulting solely from Assignee's exercise of the easement rights for ingress and egress herein granted.

8. No effect on prior executed Leases: This instrument and the rights, easement, covenants, conditions and obligations set forth in this instrument shall have no effect on any



lease executed prior to the date of this instrument, nor on any renewal, extension, assignment, modification, or replacement of any such lease, provided, however, that such lease is evidenced by a memorandum recorded in the Office of the Recorder of Lake County, Indiana, prior to the recording of this instrument.

9. Notices: Any notices made in writing shall be deemed properly delivered if deposited in the U.S. mail, postage pre-paid, addressed as follows:

If to Assignee: Pierce, Upman and Associates, LTD.  
Suite 1053, 540 Frontage Road  
Northfield, IL 60093

or to other such address that Assignee may designate in writing to Assignor.

If to Assignor:

The address listed on the Lake County, Indiana, Treasurer's  
Records for the mailing of tax statements.

or to other such address that Assignor may designate in writing to Assignee.

10. Remedies and Enforcement: In the event of a breach or threatened breach by any party to this instrument of its terms, covenants, restrictions, or conditions, the party alleging such breach or threatened breach shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies resulting from the consequences of such breach or threatened breach, including the payments of any amounts due and/or specific performance, and reasonable attorney's fees. In addition to all other remedies available in law or equity, upon the failure of a defaulting party to cure a breach within thirty days following written notice thereof by the party alleging the breach (unless, with respect to any such breach the nature of which cannot be reasonably cured within such thirty day period, the defaulting party commences such cure within such thirty day period and thereafter diligently prosecutes such cure to completion), the party alleging the breach shall have the right to perform such obligations contained in this instrument on behalf of the defaulting party and shall be reimbursed by such defaulting party, upon demand by the non-defaulting party, for the reasonable costs thereof together with interest.

11. Rights of Solicitation: Assignor and Assignee shall have the right to solicit, in any manner deemed reasonable and appropriate, tenants, or other such parties, who may be willing

(ASSIGNMENT OF RENTS AND LEASE RIGHTS, GRANT OF EASEMENT, AND REAL ESTATE COVENANTS – PAGE 6 OF 8, EXCLUDING SIGNATURE AND NOTARY CLAUSE PAGES)

to execute rental agreements, lease agreements, or other similar contracts providing income for non-agricultural uses of the Real Estate. Assignor and Assignee shall reasonably cooperate in the negotiation and execution of any such rental agreement, lease agreement, or other similar contract. For any such rental agreement, lease agreement, or other similar contract to be valid, it must be executed by Assignee and Assignor under terms reasonably acceptable to both parties.

12. Rights, Easement and Covenants to Run With the Land: It is intended that the rights, easement, covenants, conditions and obligations set forth in this instrument shall run with the land and create an equitable servitude on the Real Estate, shall bind every party having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. The rights, easement, covenants, conditions and obligations created herein shall run with the land and all future owners shall be subject to the provisions contained herein.

13. Successors and Assigns: This instrument shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives successors and assigns of the parties hereto. This paragraph should not be construed as altering or limiting the provisions governing assignment stated elsewhere herein.

14. Term: The rights, easement, covenants, conditions and obligations created in this instrument shall be effective commencing on the date of execution of this instrument and shall remain in full force and effect thereafter in perpetuity, unless this instrument is modified, amended, canceled, released or terminated by the written consent of both the record title owner of the Real Estate and the Assignee, evidenced by a document that has been fully executed and acknowledged by all such parties and recorded in the Office of the Recorder of Lake County, Indiana. In the event of any bankruptcy affecting any owner of the Real Estate, this instrument shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by any bankrupt person or entity.

15. Waivers: Failures of any party at any time to require performance of any provision hereof shall not affect the right to require full performance thereof at any time thereafter and the waiver by any party of a breach of any such provision shall not constitute a waiver of any subsequent breach thereof or nullify the effectiveness of such provisions.



IN WITNESS WHEREOF, the said LAKE COUNTY TRUST COMPANY, an Indiana corporation, as Trustee under the provisions of a Trust Agreement dated the 16<sup>th</sup> day of January 1976, known as Trust Number 2313, has executed this instrument and hereunto set its hand and seal this 15<sup>th</sup> day of March, 2011.

LAKE COUNTY TRUST COMPANY, an Indiana corporation,  
as Trustee as aforesaid

By: see signature page attached

Notary Clause: see notary clause attached

After recording return to:

Lake County Trust Company Trust 2313  
c/o Chris Fox, Attorney at Law  
516 East 86<sup>th</sup> Avenue  
Merrillville, IN 46410-6213

Mailing Address of Assignee:

Pierce, Upman and Associates, LTD.  
Suite 1053, 540 Frontage Road  
Northfield, IL 60093

The foregoing instrument was prepared by Chris Fox, Attorney at Law, Indiana License #19091-64, 516 East 86<sup>th</sup> Avenue, Merrillville, IN 46410-6213 (Phone: 219/791-1520) using as references Fidelity National Title Ins. Co. Commitment No. 920110648 and Garcia Consulting ALTA/ASCM Land Title Survey, Job # GRU01, dated 01-13-06.

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. Chris Fox



(ASSIGNMENT OF RENTS AND LEASE RIGHTS, GRANT OF EASEMENT, AND REAL ESTATE COVENANTS - PAGE 8 OF 8, EXCLUDING SIGNATURE AND NOTARY CLAUSE PAGES)

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee. In the instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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 representations 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.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.



IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 15<sup>th</sup> day of March 2011.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 16, 1976 and known as Trust No. 2313.

By: Elaine M. Sievers  
Elaine M. Sievers, Trust Officer



STATE OF INDIANA )  
COUNTY OF LAKE )

SS: **Document is the property of the Lake County Recorder!**

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elaine M. Sievers, Trust Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

WITNESS my hand this 15<sup>th</sup> day of March 2011.



Hesta Smith  
Hesta Smith, Notary Public  
Resident of Lake County, Indiana.