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**TERMINATION OF MEMORANDUM OF LEASE**

This Termination of Memorandum of Lease is made the 27th day of December, 2012 between Lucas Real Estate, LLC, an Indiana limited liability company (hereinafter referred to as "Lessor"), and SVT, LLC, an Indiana limited liability company (hereinafter referred to as "Lessee").

RECITALS

A. On the 30<sup>th</sup> day of October, 2000, the Lessor and Lessee entered into a Memorandum of Lease, which Memorandum of Lease was recorded on November 2, 2000 as Document No. 2000 080122 in the Office of the Recorder of Lake County, Indiana, by which Lessor leased to Lessee the demised premises described as follows:

Parcel 1: That part of Section 17, Township 36 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Beginning at the point of intersection of the North line of Central Avenue (as now located in the City of Lake Station, Indiana), with the East property line of the Standard Oil Company of Indiana, the said East property line being the same line as described in Deed of Conveyance from the Michigan Central Railroad Company and The New York Central Railroad Company to the Standard Oil Company of Indiana and recorded August 10, 1959 in Deed Record 1122, page 562 in the Office of the Recorder of Lake County, Indiana; thence Easterly from said point of intersection, along the Northerly line of Central Avenue a distance of 250 feet; thence Northerly at right angles to the Northerly line of Central Avenue a distance of 220 feet; thence Westerly and parallel to the Northerly line of Central Avenue a distance of 250 feet to the said East property line of said Standard Oil Company of Indiana; thence Southerly along said East Property line a distance of 220 feet, more or less, to the point of beginning.

Parcel 2: Part of the Southeast Quarter of the Northeast Quarter of Section 17, Township 36 North, Range 7 West of the Second Principal Meridian, in the City of Lake Station, Lake County, Indiana, more particularly described as follows: Commencing at a point of the original Northerly line of Central Avenue (50 foot wide) and the East line of said Section 17; thence Westerly along said original North line 352.45 feet to a point 150 feet Easterly of the Easterly line of Pike Street; thence Northerly at right angles 129 feet to the point of beginning of this described parcel; thence continuing Northerly on said line 91 feet; thence Westerly at right angles 151.94 feet to the Easterly line of Pike Street; thence Southerly 91 feet, more or less, to a point 129 feet Northerly of the original Northerly line of Central Avenue; thence Easterly 151.14 feet, more or less, to the point of beginning.

NORTHWEST INDIANA TITLE  
162 WASHINGTON STREET  
LOWELL, IN 46356  
219-596-0100  
21390



2015 032537

2015 MAY 28 AM 9:19

MICHAEL B. BROWN  
RECORDER

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

AMOUNT \$ 21.06  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # ~~2009~~ 2103  
OVERAGE 1 Ref  
COPY \_\_\_\_\_  
NON-COM   
CLERK M.E.







## **TERMINATION AGREEMENT**

This Termination Agreement is made the 27th day of December, 2012 between Lucas Real Estate, LLC, an Indiana limited liability company (hereinafter referred to as "Lessor"), and SVT, LLC, an Indiana limited liability company (hereinafter referred to as "Lessee").

### RECITALS

A. By a Lease dated December 31, 1964, Florence M. Lucas leased to Garden City Foods, Inc. the real estate commonly known and described as 3232 Central Avenue, Lake Station, Indiana (the "demised premises").

B. Through various transfers, the Lessor became the owner of the demised premises and the above described Lease was assigned to the Lessor.

C. On December 31, 1999, Lucas Real Estate, LLC and Key Markets, Inc. entered into a Lease Amendment recorded on January 7, 2000, as Document No. 2000 001449; and on October 30, 2000, Lucas Real Estate, LLC, Key Markets, Inc., and SVT, LLC entered into an Assignment of Lease recorded on November 2, 2000 as Document No. 2000 080121.

D. The Lessee received its interest in the demised premises through various assignments of the Lease referred to above.

E. Lessor and Lessee have decided that it is in their mutual best interest to terminate the above described Lease. It is the intention of Lessor and Lessee to effect the cancellation of this Lease by this instrument.

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements contained in this Termination Agreement, and of the release and surrender by Lessee of the Lease, and all of Lessee's rights in the Lease in and to the premises, and of the release by Lessor of all obligations of Lessee under the Lease, and for other good and valuable consideration, the receipt and sufficiency of which the parties to this Termination Agreement acknowledge, Lessor and Lessee agree as follows:

### SECTION ONE. LESSEE'S RELEASE OF LEASE

From and after December 27, 2012, 2012, (the "termination date") Lessee surrenders to Lessor the Lease and all rights of Lessee in and to the demised premises, however acquired, together with all of Lessee's right and interest, and title, if any, in and to all improvements and fixtures contained in the demised premises, and all of the rights of Lessee in and to the Lease.

Lessor and Lessee have executed this Termination Agreement on the day and year written above.

LESSOR:

LESSEE:

LUCAS REAL ESTATE, LLC

SVT, LLC

Shirley A. Lucas  
Shirley Lucas, Member

David Wilkinson  
DAVID WILKINSON, PRESIDENT

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

Mark S. Lucas

Prepared By:

