

Prepared by & Return To: ✓  
Monica Anderson  
CGB Agri Financial Services, Inc  
2209 River Road  
Louisville, KY 40206  
502-899-2930

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 015279

2016 MAR 15 AM 11:06

MICHAEL B. BROWN  
RECORDER

**SEVERANCE AGREEMENT/EASEMENT**

Lease No. 680 C33 015281

THIS AGREEMENT ("Agreement") is made on 2/5/20116 between

Barry L. Van Deursen  
Van Deursen Farms, Inc.

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and the undersigned.

(Lessee(s))

WHEREAS, Lessee(s) have applied to CGB Agri Financial Services, Inc ("Lessor") for a lease on Equipment, Facility and/or Buildings described as follows:

One (1) new 15 ring x 48 Brock Grain Bin including all parts, attachments and components as a complete project

Equipment, Facility and/or Buildings are located or to be located on the following described real estate in the County of Lake State of Indiana in which the

undersigned have an interest ("Real Estate"): Being the same property conveyed to Barry L. Van Deursen and Cheryl L. Van Deursen, as Trustees of the Van Deursen Living Trust dated January 16, 2008 (as to an undivided 1/2 interest) Barry Van Deursen, as Successor Trustee of the James M. Van Deursen Trust dated January 20, 1975, as amended (as to an undivided 1/2 interest) See attached Exhibit A for legal description

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the lease, the undersigned, holders of an interest in Real Estate, do hereby agree as follows.

1. The Equipment, Facility and/or Buildings shall remain severed from Real Estate.
2. Even if attached to the realty, the Equipment, Facility and/or Buildings shall retain their personal character, shall be removable from the real estate, shall be treated as personal property with respect to the rights of the parties, and shall not become a part of the Real Estate.
3. The Equipment, Facility and/or Buildings shall not be subject to the lien of any secured transaction or instrument executed by Lessee(s) heretofore or hereafter arising against the Equipment, Facility and/or Buildings or realty on which they are placed.
4. The Equipment, Facility and/or Buildings may remain upon the Real Estate in their present or future location without charge for as long as Lessor continues to own the Equipment, Facility and/or Buildings.

21131

MAR 15 2016

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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 Monica Anderson (name).

Drafted By: CGB Agri Financial Services, Inc., its Successors and/or Assigns by Alan N. Singleton, its attorney and completed by: Monica Anderson, Employee.

AFS 7090 (06/2010)

**NO SALES DISCLOSURE NEEDED**

Approved Assessor's Office

By:

134cc  
057885 22-  
057824 non cr  
057707 RM E

5. Lessor or its agents may have unlimited access to the Real Estate for the purpose of inspecting or removing the Equipment, Facility and/or Buildings in the event of Lessee's default or failure to exercise the purchase option at the termination of the lease.
6. FURTHERMORE, for valuable consideration, the undersigned, Owner(s) of the Real Estate, hereby grant Lessor or its agents an easement over said Real Estate. The easements created herein are for the benefit, continued use, possession and enjoyment of Equipment, Facility and/or Buildings located on the Real Estate. This shall include easements for:
- a. **Ingress/Egress.** Ingress and egress for any purpose relating to the use or operation of the Equipment, Facility and/or Buildings.
  - b. **Utilities.** Utility lines to provide electricity to the Real Estate.
  - c. **Well.** Use of the well and water pipes utilized on the Real Estate.

The easements and interest in property created herein shall run with the land and be binding on the personal representatives, heirs, successors, tenants and assigns of the Owner(s) and shall benefit the personal representatives.

The term of this easement shall be for <sup>14</sup> years from the date hereof.  
(This space intentionally left blank.)



IN WITNESS WHEREOF, this Agreement has been executed in counterpart by the parties on the dates indicated below. By execution below, the undersigned do hereby accept and agree to be bound by all the terms, provisions & conditions of the above Agreement.

Dated: 2/5/2016

LESSEE(S): Barry L. Van Deursen and Van Deursen Farms, Inc

[Signature]  
Barry L. Van Deursen

[Signature] PRES  
Barry L. Van Deursen, President

STATE OF Indiana

COUNTY OF Hamilton

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On 2-6-16, before me personally appeared Barry L. Van Deursen, individually and as President to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

 Robert G. Musselman  
Notary Public  
Hamilton County, Indiana  
My Commission Expires 5-12-16

[Signature]  
Notary Public  
My Commission Expires: 5-12-16



Attached to and made a part of the Agreement. By execution below, the undersigned Lessor does hereby accept and agree to be bound by all of the terms, provisions, covenants, conditions and agreements of the Agreement. This signature page is incorporated into the Agreement by reference.

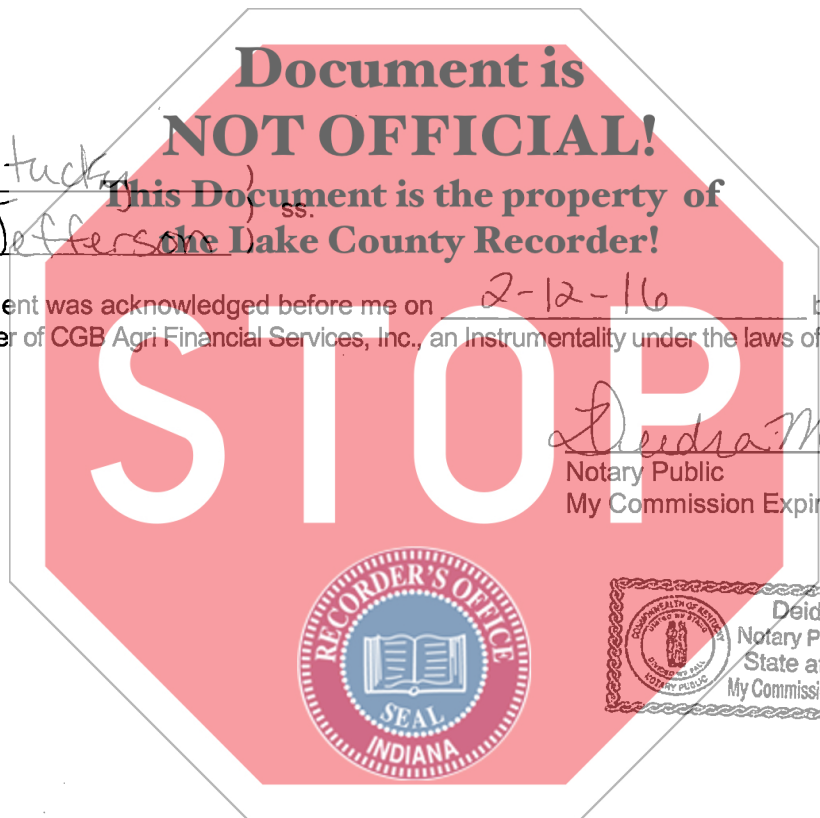
Dated: 2/5/2016

LESSOR: CGB Agri Financial Services, Inc

Deena N. Brown

Name: Deena N. Brown

Title: Appraisal Services Manager

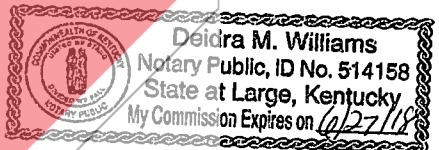


STATE OF Kentucky  
COUNTY OF Jefferson

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the Lake County Recorder!

The foregoing instrument was acknowledged before me on 2-12-16 by Deena N. Brown, the Appraisal Services Manager of CGB Agri Financial Services, Inc., an Instrumentality under the laws of the United States, on behalf of the Instrumentality.

Deidra M. Williams  
Notary Public  
My Commission Expires: 06/27/2018



Attached to and made a part of the Agreement. By execution below, the undersigned Owner(s) of Real Estate do(es) hereby accept and agree to be bound by all of the terms, provisions, covenants, conditions and agreements of the Agreement. This signature page is incorporated into the Agreement by reference.

Dated: 2/5/2016

**OWNER(S) OF REAL ESTATE:** Barry L. Van Deursen and Cheryl L. Van Deursen, as Trustees of the Van Deursen Living Trust dated January 16, 2008 (as to an undivided 1/2 interest) and Barry Van Deursen, as Successor Trustee of the James M. Van Deursen Trust dated January 20, 1975, as amended (as to an undivided 1/2 interest)

*Barry L. Van Deursen*

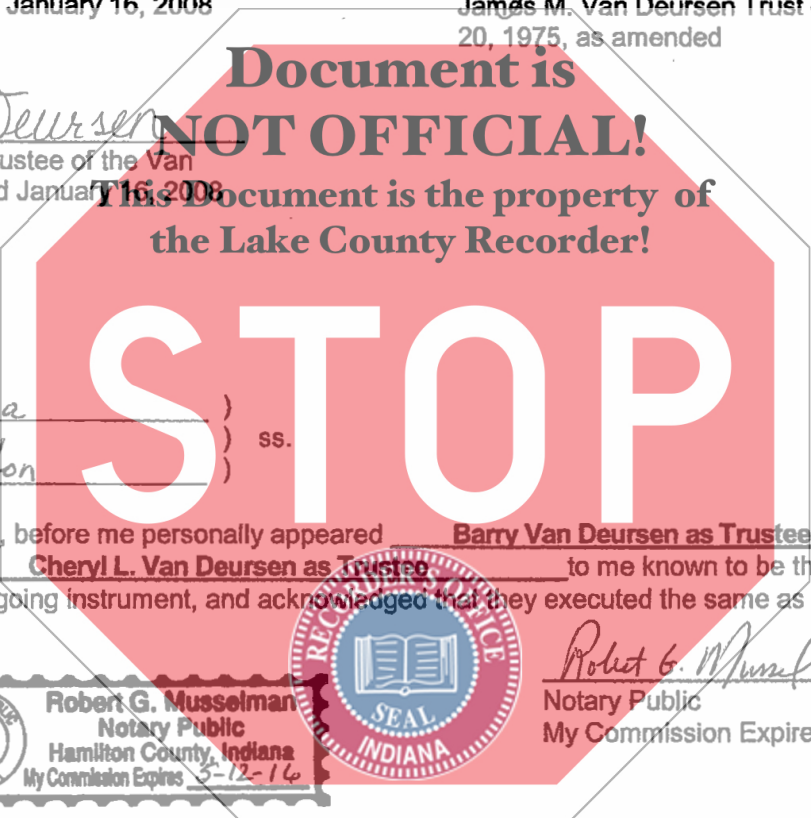
Barry L. Van Deursen, Trustee of the Van Deursen Living Trust dated January 16, 2008

*Barry Van Deursen*

Barry Van Deursen, Successor Trustee of the James M. Van Deursen Trust dated January 20, 1975, as amended

*Cheryl L. Van Deursen*

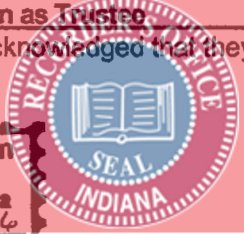
Cheryl L. Van Deursen, Trustee of the Van Deursen Living Trust dated January 16, 2008



STATE OF Indiana )  
COUNTY OF Hamilton ) ss.

On 2/5/2016 before me personally appeared Barry Van Deursen as Trustee and Successor Trustee and Cheryl L. Van Deursen as Trustee to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

**Robert G. Musselman**  
Notary Public  
Hamilton County, Indiana  
My Commission Expires 5-12-16



*Robert G. Musselman*  
Notary Public  
My Commission Expires: 5-12-16

Exhibit A

The NE ¼ of Section 32, Township 33 North, Range 6 West of the P.M. containing 160 acres

Being the same property conveyed to Barry L. Van Deursen and Cheryl L. Van Deursen, as Trustee of the Van Duersen Living Trust dated January 16, 2008 (as to an undivided ½ interest) pursuant to Trustee's Deed dated 09/07/2011 of record in Deed Book 2011, Page 049961 in the office of the clerk aforesaid and Barry Van Deursen, as Successor Trustee of the James M. Van Deursen Trust dated January 20, 1975, as amended (as to an undivided 1/2 interest) pursuant to Successor Trustee's Deed dated 10/23/2012 of record in Deed Book 2012, Page 077530 and re-recorded in Deed Book 2012, Page 090312 to correct Grantor ownership language, both in the office of the clerk aforesaid; Said James VanDeursen having died on April 16, 2004, and his ½ undivided interest thereby vested in Trust B as established in the aforementioned James M. Van Deursen Trust dated January 20, 1975 of which Barry L. Van Deursen is the successor trustee. No probate was opened or required pursuant to said trust agreements.

