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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

RECORDATION REQUESTED BY:  
FIRST MIDWEST BANK  
LAKE FOREST  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143

2017 060216

2017 SEP -6 PM 12:28  
MICHAEL B. BROWN  
RECORDER

WHEN RECORDED MAIL TO:  
First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

Chicago Title Insurance Company

58182.com

Document is  
**NOT OFFICIAL!**

FOR RECORDER'S USE ONLY

This Hazardous Substances Agreement prepared by:  
FIRST MIDWEST BANK  
300 NORTH HUNT CLUB ROAD  
GURNEE, IL 60031

This Document is the property of  
the Lake County Recorder!



**HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT**

**THIS HAZARDOUS SUBSTANCES AGREEMENT** dated August 31, 2017, is made and executed among SJ9301, LLC, whose address is 9901 EXPRESS DRIVE, HIGHLAND, IN 463222610, JAMES THOMAS, whose address is 1655 MUIRFIELD DRIVE, DYER, IN 463111260 and BRUCE E. BOYER, whose address is 120 SHORE DRIVE, OGDEN DUNES, IN 463667751 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and FIRST MIDWEST BANK, LAKE FOREST, ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

**PROPERTY DESCRIPTION.** The word "Property" as used in this Agreement means the following Real Property located in LAKE County, State of Indiana:

See EXHIBIT A, which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 9301 and 9321 WICKER AVENUE, ST. JOHN, IN 463739403. The Real Property tax identification number is 45-11-33-101-001.000-035; 45-11-33-101-009.000-035; 45-11-33-101-030.000-035; 45-11-33-101-003.000-035; 45-11-33-101-002.000-035.

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

**Use of Property.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

**Hazardous Substances.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to

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\$2500  
JTB

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

**No Notices.** Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

**AFFIRMATIVE COVENANTS.** Indemnitor covenants with Lender as follows:

**Use of Property.** Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

**Compliance with Environmental Laws.** Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

**Preventive, Investigatory and Remedial Action.** Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

**Notices.** Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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(4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.

(5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

**Access to Records.** Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

**Inspections.** Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

**INDEMNITOR'S WAIVER AND INDEMNIFICATION.** Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth below in the **Survival** section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

**PAYMENT: FULL RECOURSE TO INDEMNITOR.** Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy



**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

**SURVIVAL.** The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

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

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement 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.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Agreement, 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 and title insurance, to the extent permitted by applicable law. Indemnitor also will pay any court costs, in addition to all other sums provided by law.

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

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

**Choice of Venue.** If there is a lawsuit, indemnitor agrees upon Lender's request to submit to the jurisdiction of the courts of LAKE County, State of Illinois.

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

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement 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 Agreement 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 Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a waiver of any of Lender's rights or of any of Indemnitor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, 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. Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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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 Agreement. Any party may change its address for notices under this Agreement 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, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement 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 Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement 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 Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

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

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. 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 Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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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 Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

**Lender.** The word "Lender" means FIRST MIDWEST BANK, its successors and assigns.

**Note.** The word "Note" means the Note dated August 31, 2017 and executed by SJ9301, LLC; JAMES THOMAS; and BRUCE E. BOYER in the principal amount of \$2,140,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Occupant.** The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

**Property.** The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

**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.


**EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED AUGUST 31, 2017.**

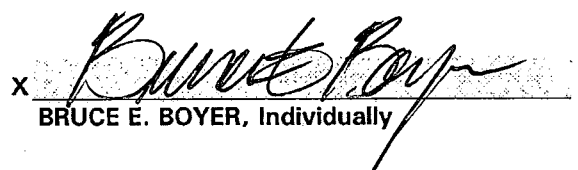
**BORROWER:**

SJ9301, LLC

By:   
JAMES THOMAS, Manager of SJ9301, LLC

By:   
BRUCE E. BOYER, Manager of SJ9301, LLC

X   
JAMES THOMAS, Individually

X   
BRUCE E. BOYER, Individually

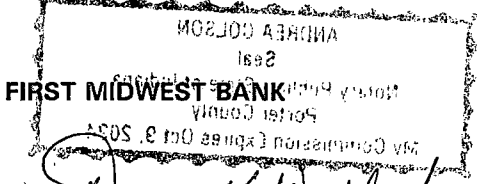


HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

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LENDER:



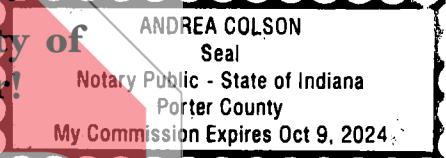
FIRST MIDWEST BANK

X Denise K. Wahlerd  
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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STATE OF Indiana This Document is the property of  
COUNTY OF Lake the Lake County Recorder!



On this 31st day of AUGUST, 2017 before me, the undersigned Notary Public, personally appeared JAMES THOMAS, Manager of SJ9301, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By Andrea Colson 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.

AC



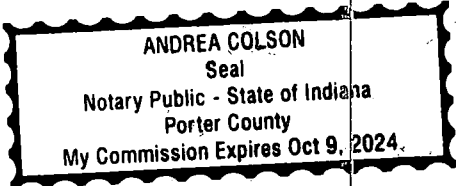
HAZARDOUS SUBSTANCES AGREEMENT  
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana  
COUNTY OF Lake

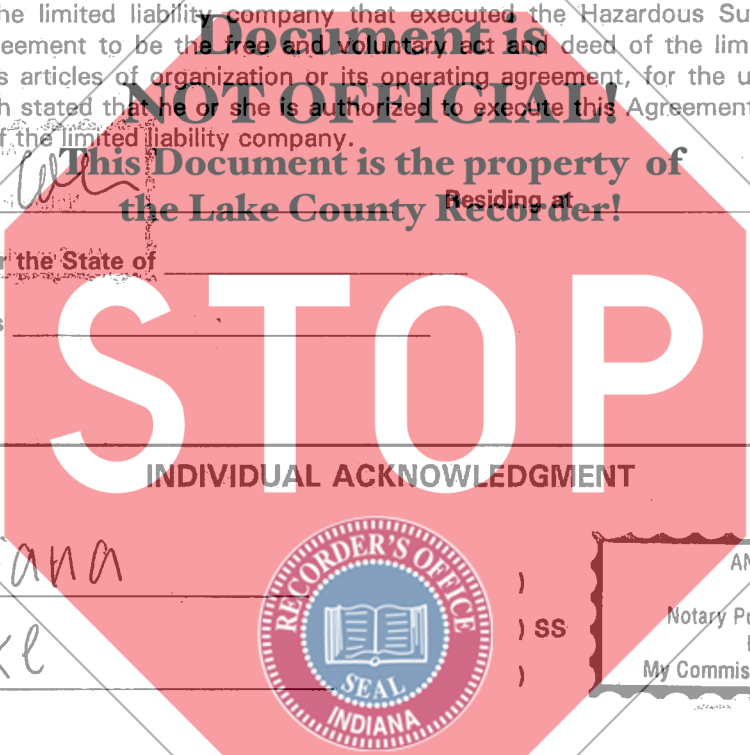


On this 31st day of August, 2017 before me, the undersigned Notary Public, personally appeared **BRUCE E. BOYER**, Manager of SJ9301, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By Andrea Colson *Residing at*

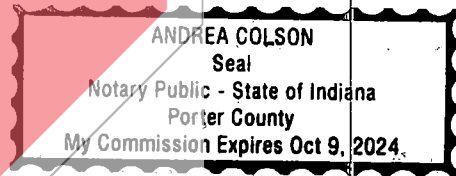
Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana  
COUNTY OF Lake



On this day before me, the undersigned Notary Public, personally appeared **JAMES THOMAS**, to me known to be the individual described in and who executed the Hazardous Substances Agreement, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31st day of August, 2017.

By Andrea Colson *Residing at*

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

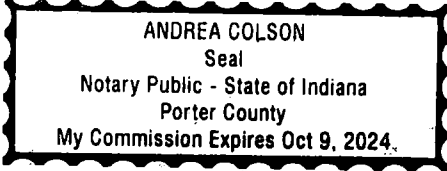
Loan No: 74829

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake



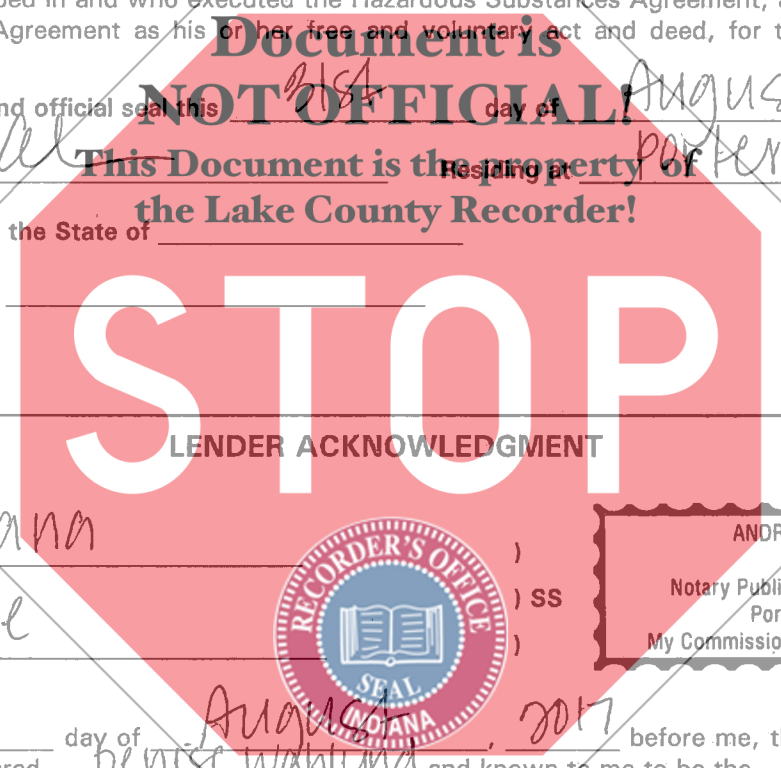
On this day before me, the undersigned Notary Public, personally appeared **BRUCE E. BOYER**, to me known to be the individual described in and who executed the Hazardous Substances Agreement, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31st day of August, 2017.

By Andrea Colson This Document is the property of Porter County  
the Lake County Recorder!

Notary Public in and for the State of \_\_\_\_\_

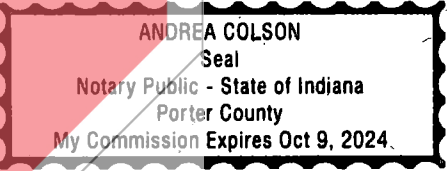
My commission expires \_\_\_\_\_



LENDER ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake



On this 31st day of August, 2017 before me, the undersigned Notary Public, personally appeared Dentse Wankunda and known to me to be the \_\_\_\_\_

\_\_\_\_\_, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **FIRST MIDWEST BANK**.

By Andrea Colson Residing at Porter County

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



## EXHIBIT A

### Parcel 1:

Lots 1 and 2 in Security Federal Bank Addition, an Addition to the Town of St. John, Indiana, as per plat thereof recorded August 14, 1991 in Plat Book 70, page 65, in the Office of the Recorder of Lake County, Indiana.

### Parcel 2:

Lot 3 in Security Federal Bank Addition, Phase Two, an Addition to the Town of St. John, Indiana, as per plat thereof recorded July 31, 1992 in Plat Book 72, page 67, in the Office of the Recorder of Lake County, Indiana.

### Parcel 3:

Part of the Northwest Quarter of the Northwest Quarter of Section 33, Township 35 North, Range 9 West of the 2nd Principal Meridian. Commencing at a point on the North line of said Quarter Quarter Section which is 163 feet East of the Northwest corner thereof and running thence South parallel with the West line of said Quarter Quarter Section 137.5 feet; thence East parallel with the North line of said Quarter Quarter Section 100 feet; thence North parallel with the West line of said Quarter Quarter Section 137.5 feet to the North line thereof; thence West along the North line of said Quarter Quarter Section 100 feet to the Place of Beginning, in Lake County, Indiana.

### Parcel 4:

The East 37 feet of the West 163 feet of the North 137.5 feet of the Northwest Quarter of the Northwest Quarter of Section 33, Township 35 North, Range 9 West of the Second Principal Meridian, in the Town of St. John, Lake County, Indiana.

EXCEPTING THEREFROM the following four (4) descriptions:

(1) That part appropriated to the State of Indiana pursuant to Agreed Finding and Judgment filed March 1, 2007 under Cause #45C01-0310-PL-243 and recorded March 12, 2007 as Instrument No. 2007-021337 and March 20, 2007 as Instrument No. 2007-023424, described as follows:

A part of the Lots 1 and 2 in Security Federal Bank Addition, the plat of which is recorded in Plat Book 70, page 65, in the Office of the Recorder of Lake County, Indiana, and being Parcel 7, Indiana Department of Transportation L.A. Code 3843, described as follows: Beginning at the northwest corner of said Lot 1; thence North 88 degrees 58 minutes 42 seconds East 27.26 feet along the north line of said Lot 1; thence South 51 degrees 57 minutes 48 seconds West 17.43 feet; thence South 3 degrees 09 minutes 07 seconds West 52.72 feet; thence South 2 degrees 12 minutes 14 seconds East 451.38 feet to the South line of said Lot 2; thence South 88 degrees 58 minutes 42 seconds West 7.45 feet along said lot line to the southwest corner of said Lot 2; thence North 2 degrees 17 minutes 15 seconds West 514.49 feet along the west line of said Lots 1 and 2 to the Point of Beginning.

EXHIBIT A (Continued)

Containing 4281 square feet, more or less.

(2) That part appropriated to the State of Indiana pursuant to Agreed Finding and Judgment filed March 1, 2007 under Cause #45C01-0310-PL-243 and recorded March 12, 2007 as Instrument No. 2007-021336 and March 20, 2007 as Instrument No. 2007-023424, described as follows:

A part of the Northwest Quarter of the Northwest Quarter of Section 33, Township 35 North, Range 9 West, Lake County, Indiana, and being Parcel 7A, Indiana Department of Transportation L.A. Code 3843, described as follows:

Beginning at a point on the north line of said section North 88 degrees 58 minutes 42 seconds East 263.00 feet from the northwest corner of said section designated as point "5" on the Location Control Route Survey Plat recorded in Instrument 99077992, in the Office of the Recorder of said County, which point of beginning is on the northeast corner of the owner's land; thence South 2 degrees 17 minutes 15 seconds East 27.89 feet along the east line of the owner's land; thence South 88 degrees 58 minutes 42 seconds West 112.26 feet; thence South 84 degrees 05 minutes 14 seconds West 24.78 feet to the northeast corner of Lot 1 in Security Federal Bank Addition, the plat of which is recorded in Plat Book 70, page 65, in the Office of the Recorder of said County; thence North 2 degrees 17 minutes 15 seconds West 30.01 feet along the prolonged east line of said lot to the north line of said section; thence North 88 degrees 58 minutes 42 seconds East 137.00 feet along said section line to the Point of Beginning. Containing 0.088 acres, more or less, inclusive of the presently existing right of way which contains 0.063 acres, more or less, for a net additional taking of 0.025 acres, more or less.

(3) That part of Lot 3 in Security Federal Bank Addition to the Town of St. John, Indiana - Phase Two (being a subdivision of part of the West Half of the Northwest Quarter of Section 33, Township 35 North, Range 9 West of the Second Principal Meridian according to plat thereof recorded in Book of Plats 072, Page 67, bounded and described as follows: Commencing at the northwest corner of said Lot 3; thence South 89 degrees 17 minutes 20 seconds East along the north line of said Lot 3 a distance of 150.77 feet to the northeast corner of said Lot to the Point of Beginning; thence South 00 degrees 37 minutes 00 seconds East along the east line of said Lot 3 a distance of 131.00 feet to a corner of said Lot; thence North 89 degrees 17 minutes 20 seconds West parallel with the north line of said Lot 3 a distance of 88.77 feet; thence North 00 degrees 37 minutes 00 seconds West parallel with the east line of said Lot 3 a distance of 131.00 feet to the north line of said Lot; thence South 89 degrees 17 minutes 20 seconds East along said north line a distance of 88.77 feet to the point of Beginning, all in the Town of St. John, Lake County, Indiana. Containing 0.267 acres, more or less.

(4) The South 40.00 feet, as measured at right angles to the South line thereof, of Lot 3 in Security Federal Bank Addition to the Town of St. John, Indiana, Phase Two, as per plat thereof recorded in Plat Book 72, page 67, July 31, 1992, in the Office of the Lake County, Indiana Recorder. Containing 0.232 acres, more or less.

Property  
Address:

9301 and 9321 Wicker Avenue, ST. John, IN 46373