

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 081960

2017 DEC -4 AM 10:42

MICHAEL B. BROWN
RECORDER

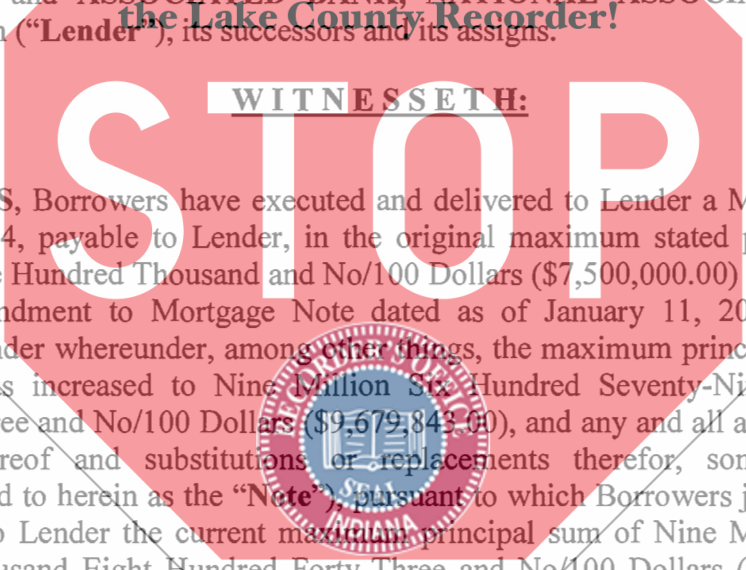
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SECOND AMENDMENT TO LOAN DOCUMENTS

THIS SECOND AMENDMENT TO LOAN DOCUMENTS (this "**Amendment**") dated as of November 10, 2017, by and among **MRR 2036 S. MICHIGAN LLC**, an Illinois limited liability company ("**MRR Michigan**"), **PV MH SALES LLC**, an Indiana limited liability company ("**Pine Village**"), **MRR Michigan** and **Pine Village** are sometimes hereinafter individually referred to herein as a "**Borrower**" and are sometimes collectively referred to herein as "**Borrowers**", and **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association ("**Lender**"), its successors and its assigns.

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WITNESSETH:



WHEREAS, Borrowers have executed and delivered to Lender a Mortgage Note dated December 22, 2014, payable to Lender, in the original maximum stated principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) (as modified by that certain First Amendment to Mortgage Note dated as of January 11, 2017, by and among Borrowers and Lender whereunder, among other things, the maximum principal amount of such mortgage note was increased to Nine Million Six Hundred Seventy-Nine Thousand Eight Hundred Forty-Three and No/100 Dollars (\$9,679,843.00), and any and all additional extensions and renewals thereof and substitutions or replacements therefor, sometimes hereinafter collectively referred to herein as the "**Note**"), pursuant to which Borrowers jointly and severally promised to pay to Lender the current maximum principal sum of Nine Million Six Hundred Seventy-Nine Thousand Eight Hundred Forty-Three and No/100 Dollars (\$9,679,843.00) (the "**Loan**") (or so much thereof as may be outstanding) at the Maturity Date (as such term is defined in the Note) or such earlier date as the Note may be accelerated in accordance with the terms thereof, together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rates and at the times specified in the Note.

WHEREAS, Borrowers' obligations under the Note are secured and/or evidenced by, among other things, (i) that certain Open-End Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated December 22, 2014, from MRR Michigan in favor of Lender, recorded with the Lake County, Indiana Recorder (the "**Recorder**") on December 29, 2014, as Document No. 2014-082654 (as modified by that certain First Amendment to Loan Documents dated January 11, 2017, by and among Borrowers and Lender, and recorded with the Recorder on January 17, 2017, as Document No. 2017-002907 (the "**First Amendment**"), and as

CHICAGO TITLE INSURANCE COMPANY
1305024B

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C# 1820504145

it may be further modified and/or amended from time to time, the "**Mortgage**"), encumbering the real property described in Exhibit A attached hereto and made a part hereof (the "**Property**"), (ii) that certain Assignment of Rents and Leases dated December 22, 2014, from MRR Michigan in favor of Lender, recorded with the Recorder on December 29, 2014, as Document No. 2014-082655 (as amended by the First Amendment, and as it may be further modified and/or amended from time to time, the "**Assignment of Rents**"), encumbering the Property, (iii) that certain Security Agreement dated as of December 22, 2014, by and between Pine Village and Lender (as amended by the First Amendment, and as it may be further modified and/or amended from time to time, the "**Security Agreement**"), (iv) that certain Environmental Indemnity Agreement dated as of December 22, 2014, from Borrowers, Gerard L. Nudo and Laurence H. Weiner in favor of Lender (as amended by the First Amendment, and as it may be further modified and/or amended from time to time, the "**Environmental Indemnity**"), and (v) certain other loan documents related thereto (as amended by the First Amendment, and as it may be further modified and/or amended from time to time, the "**Ancillary Loan Documents**"); the Mortgage, the Assignment of Rents, the Security Agreement, the Environmental Indemnity and the Ancillary Loan Documents, as such documents may be modified, amended or replaced from time to time, are sometimes hereinafter collectively referred to herein as the "**Loan Documents**").

WHEREAS, Borrowers have requested that Lender, among other things, increase the maximum principal amount available under the Note to Fourteen Million and No/100 Dollars (\$14,000,000.00).

WHEREAS, Lender has agreed to amend the Note to reflect the aforesaid increase provided, among other things, that Borrowers execute this Amendment whereby the Loan Documents are modified to reflect, among other things, that the maximum principal amount of the Note has been so increased, all in accordance with the terms of the modification described above.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Amendment.
2. Borrowers and Lender agree that the maximum principal amount of the Note has been increased to Fourteen Million and No/100 Dollars (\$14,000,000.00). To reflect such increase, any and all references in the Loan Documents to the maximum principal amount of the Note and Loan are hereby replaced with Fourteen Million and No/100 Dollars (\$14,000,000.00).
3. Borrowers and Lender agree that Borrowers shall pay to Lender all the internal and external costs and expenses incurred by Lender in connection with this Amendment (including, without limitation, attorneys, appraisal, appraisal review, closing, processing, title, filing, and recording costs, expenses, and fees).
4. The Loan Documents are ratified and affirmed by Borrowers and shall remain in full force and effect as modified herein. Any property or rights to or interests in property granted

as security in the Loan Documents shall remain as security for the Loan and the obligations of Borrowers in the Loan Documents.

5. Borrowers represent and warrant to Lender that:

- (a) no default or event of default under any of the Loan Documents as modified herein, nor any event, that, with the giving of notice or the passage of time or both, would be a default or an event of default under any of the Loan Documents as modified herein has occurred and is continuing;
- (b) there has been no material adverse change in the financial condition or results from operations of Borrowers or any other person whose financial statement and other related financial information have been delivered to Lender in connection with the Loan from the most recent financial statement and other related financial information received by Lender, and there has been no casualty, loss or material deterioration in the condition or value of any collateral security for the Loan;
- (c) each of the representations and warranties of Borrowers in the Loan Documents is true and accurate as if made on the date hereof;
- (d) Borrowers have no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein;
- (e) the Loan Documents as modified herein are the legal, valid, and binding obligation of Borrowers, enforceable against Borrowers in accordance with their terms; and
- (f) Each Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Amendment and to perform the Loan Documents as modified herein. The execution and delivery of this Amendment and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrowers. This Amendment has been duly executed and delivered on behalf of Borrowers.

6. Each Borrower covenants and agrees with Lender that:

- (a) Borrowers shall execute, deliver, and provide to Lender, and shall cause to be executed, delivered and provided to Lender, such additional agreements, documents, instruments, and resolutions as are reasonably required at any time by Lender;
- (b) Each Borrower fully, finally, and forever releases and discharges Lender and its successors, assigns, directors, officers, employees, agents, and representatives from any and all of Borrowers' actions, causes of action, claims, debts, demands, liabilities, obligations, and suits, of whatever kind

or nature, in law or equity, whether now known or unknown to Borrowers, (i) in respect of the Loan, the Loan Documents, or the actions or omissions of Lender in respect of the Loan or the Loan Documents and (ii) arising from events occurring prior to or contemporaneously with the date of this Amendment;

- (c) contemporaneously with the execution and delivery of this Amendment, Borrowers shall execute or cause to be executed and delivered to Lender (i) a Second Amendment to Mortgage Note of even date herewith among Borrowers and Lender; and (ii) a Second Amendment and Reaffirmation of Guaranty Agreement dated of even date herewith among Gerald L. Nudo, Laurence H. Weiner and Lender.

7. Borrowers acknowledge and agree that Lender shall not be bound by this Amendment until (a) Lender has executed and delivered this Amendment, (b) Borrowers have performed all of the obligations of Borrowers under this Amendment to be performed contemporaneously with the execution and delivery of this Amendment, and (c) Borrowers have provided to Lender, at Borrowers' sole cost and expense, a date down endorsement to Lender's existing title policy related to the Property in form and substance reasonably acceptable to Lender, such date down endorsement to include, among other things, an increase in the insured amount thereunder to no less than Fourteen Million and No/100 Dollars (\$14,000,000.00).

8. Nothing herein contained shall impair the Loan Documents in any way, nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided nor affect or impair any right, power or remedy of Lender, it being the intention of the parties hereto that the terms and provisions of the Loan Documents shall continue in full force and effect except as expressly modified in connection herewith. No provision of the Loan Documents as modified herein may be changed, discharged, supplemented, terminated, or waived except in a writing signed by the parties thereto.

9. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Borrowers, and no notice of any extension, change, modification or amendment, made or claimed by Borrowers shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

11. THIS AMENDMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO ILLINOIS CHOICE OF LAW PRINCIPLES), EXCEPT WITH RESPECT TO THE ENFORCEMENT HEREOF AGAINST THE PROPERTY IN THE STATE OF INDIANA, WHICH ENFORCEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA (WITHOUT GIVING EFFECT TO INDIANA CHOICE OF LAW PRINCIPLES).

12. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature page follows.)



IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

BORROWERS:

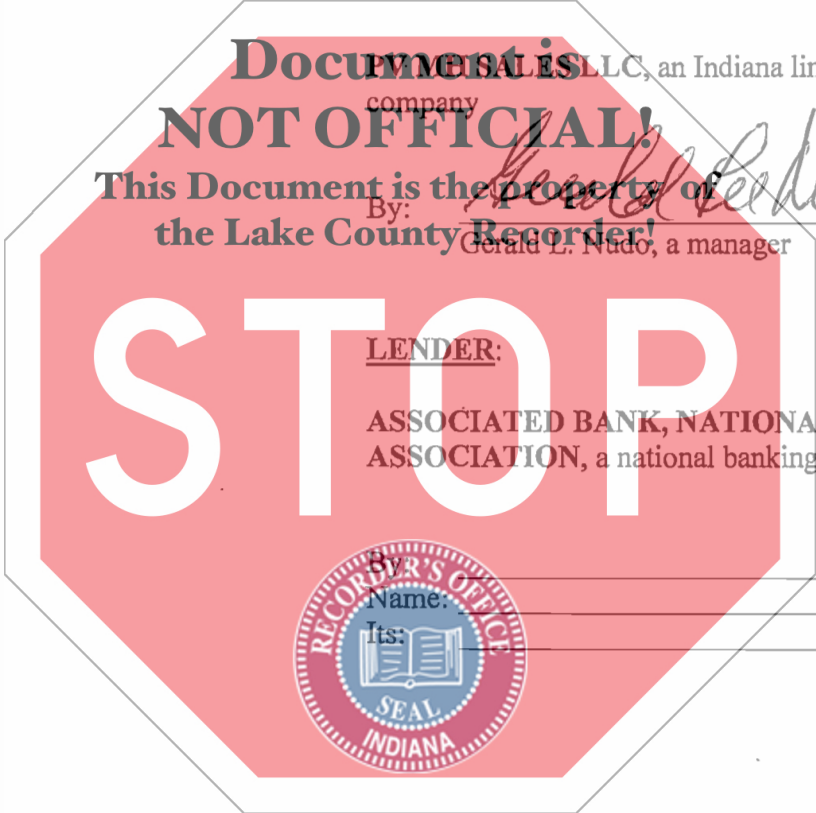
MRR 2036 S. MICHIGAN LLC, an Illinois limited liability company

By: *Gerald L. Nudo*
Gerald L. Nudo, a manager

INVESTALIS LLC, an Indiana limited liability company

NOT OFFICIAL!

This Document is the property of
By: *Gerald L. Nudo*
the Lake County Recorder!
Gerald L. Nudo, a manager



LENDER:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association



By Name: _____
Its: _____

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

BORROWERS:

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


By: _____
Gerald L. Nudo, a manager

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STOP

LENDER:
ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: Edward U. Mptz, Jr.
Its: Senior Vice President
Associated Bank, N.A.



STATE OF Illinois)
) SS.
COUNTY OF COOK)

I, LUZ A. Mansilla, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gerard L. Nudo, personally known to me to be the manager of **MRR 2036 S. MICHIGAN LLC**, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid in his capacity as manager of such entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of November, 2017.



Luz A. Mansilla
Notary Public

My commission expires: 03/18/2020

STATE OF Illinois)
) SS.
COUNTY OF COOK)

I, LUZ A. Mansilla, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gerard L. Nudo, personally known to me to be the manager of **PV MH SALES LLC LLC**, an Indiana limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid in his capacity as manager of such entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of November, 2017.



Luz A. Mansilla
Notary Public

My commission expires: 03/18/2020

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I Jenny Plebanski, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward U. Notz Jr personally known to me as the Senior Vice President of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as officer such of said entity, s/he signed and delivered the said instrument, and caused the seal of said entity to be affixed thereto, pursuant to authority given, as his/her free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of November, 2017.

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OFFICIAL SEAL
JENNY PLEBANSKI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/23/2018

Jenny Plebanski
Notary Public
My commission expires: 10/23/2018

RECORDER'S OFFICE
ILLINOIS

This Instrument prepared by and returns after recording to: Daniel Kohn, Esq., Duane Morris LLP, 190 South LaSalle Street, Suite 3700, Chicago, Illinois 60603.

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. Daniel Kohn, Esq.

OFFICIAL SEAL
JENNY PLEBANSKI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/23/2018

EXHIBIT A

Legal Description of the Property

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 of 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:

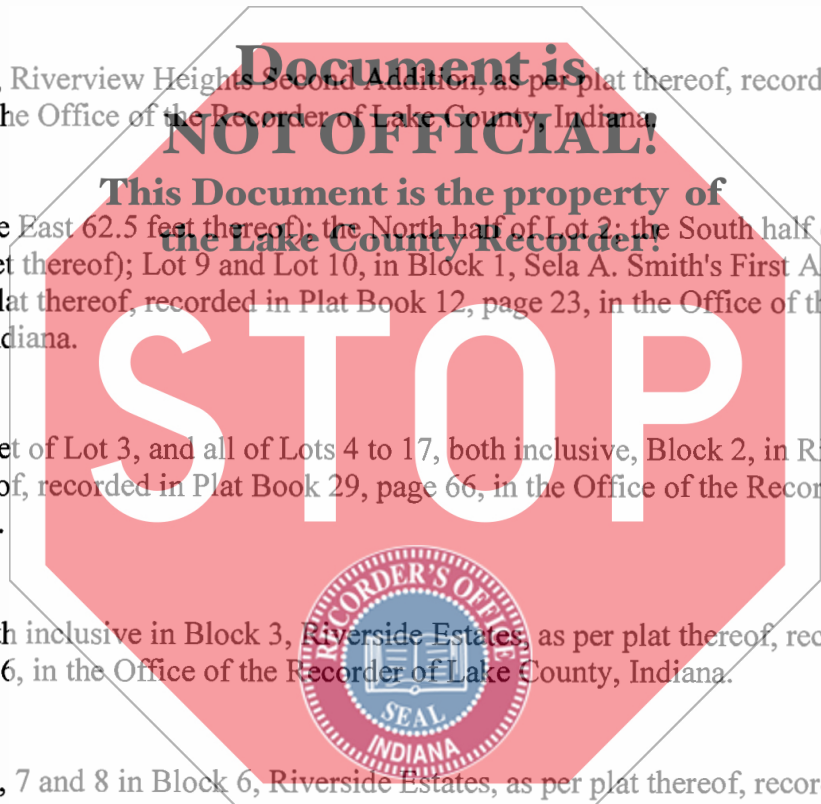
Lots 1 to 10, both inclusive, in Block 7, Riverside Estates, as per plat thereof, recorded in Plat Book 29, page 66, in the Office of the Recorder of Lake County, Indiana.

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.

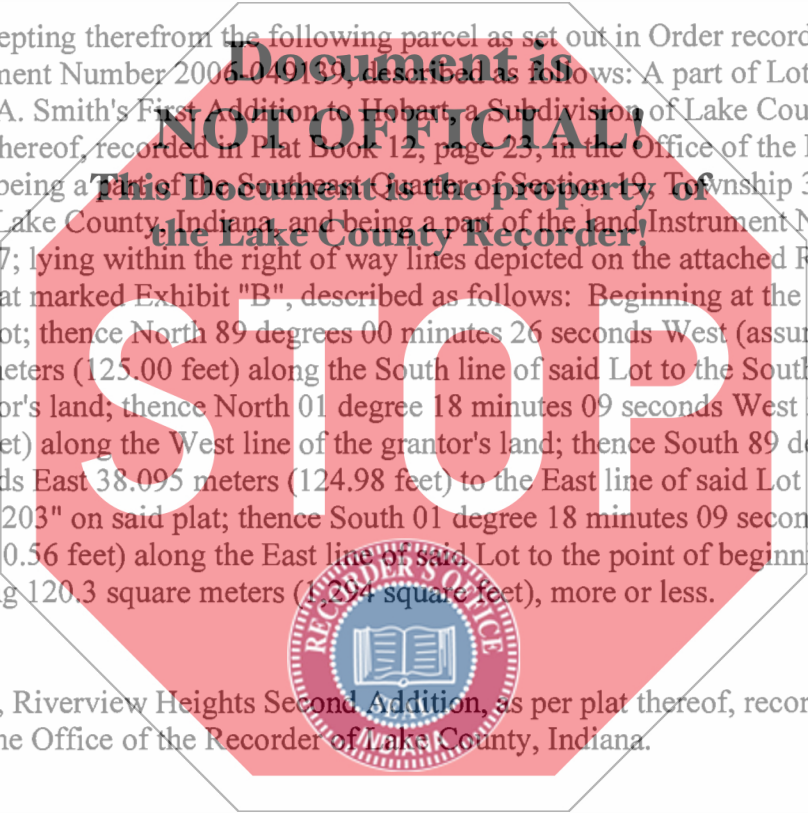
Parcel 18:

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.

LESS AND EXCEPT THE FOLLOWING:

Lot 4, except the West 145 feet and North 158 feet thereof, 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.

Also excepting therefrom the following parcel as set out in Order recorded June 9, 2006, as Document Number 2006-049139, described 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 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 01 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 01 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.



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 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 Bennett 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, Indiana, 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.

Parcel 26

The South 1/2 of Lot 9, Block 2, Sela A. Smith First Addition to Hobart, as shown in Plat Book 12, page 23, in the Office of the Recorder of Lake County, Indiana together with the

West 1/2 of the vacated North and South Alley lying east of the above land as vacated in Ordinance recorded June 24, 2014 as Document No. 2014 36243.

