

2020-022333

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MICHAEL B BROWN  
RECORDER

2020 Apr 21 11:14 AM

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**COMMERCIAL REAL ESTATE MORTGAGE  
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE  
MORTGAGE**

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on April 3, 2020 between the mortgagor(s) ROBERT A CHURCHILL JR and RHONDA S CHURCHILL, whose address is PO BOX 219, LAKE VILLAGE, Indiana 46349 ("Mortgagor"), and Farm Credit Mid-America, PCA whose address is 12501 Lakefront Place, PO Box 34390, Louisville, Kentucky 40232 ("Lender"), which is organized and existing under the laws of the United States of America. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of Two Million One Hundred Thousand and 00/100 Dollars (U.S. \$2,100,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the land and property described below:

Legal Description: See Exhibit A attached hereto and incorporated herein by reference

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from ROBERT A CHURCHILL JR, RHONDA S CHURCHILL, and CHURCHILL FARMS PARTNERS to Farm Credit Mid-America, PCA, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). More specifically, the Indebtedness includes,

AMOUNT \$ 55  
CASH \_\_\_\_\_  
CHECK# 67468982  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-CONF \_\_\_\_\_  
DEPUTY js

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without limitation, the following promissory note/loan agreement(s), and any amendments, modifications, or restatements thereof or thereto from time to time:

~~Promissory note/loan agreement~~ dated April 3, 2020, in favor of Lender in the principal amount of Two Million One Hundred Thousand Dollars and No Cents (\$2,100,000.00) maturing on June 1, 2021.

~~Promissory note/loan agreement~~ dated April 03, 2020, in favor of Lender in the principal amount of One Hundred Four Thousand Five Hundred Dollars and No Cents (\$104,500.00) maturing on April 01, 2025.

~~MATURITY DATE~~ The Indebtedness, if not paid earlier, shall be due on June 1, 2021.

**FUTURE ADVANCES.** Notwithstanding anything contained in this Security Instrument to the contrary, this Security Instrument will secure: (i) the sum of the Maximum Principal Indebtedness plus any additional advances contemplated or permitted by this Security Instrument, which sum shall not exceed the amount of One Million Eight Hundred Thousand Dollars and No Cents (\$1,800,000.00), in the aggregate, exclusive of any items described in (ii) below, including any additional advances made from time to time after the date hereof pursuant to any note and other Related Documents, whether made as part of the Indebtedness secured hereby, as part of any other obligation of the Mortgagor arising hereafter, or permissible advances made at the option of Lender, (ii) all other amounts payable by Mortgagor, or advanced by Lender for the account, or on behalf, of Mortgagor, pursuant to any note and the Related Documents, including amounts advanced with respect to the Property for the payment of taxes, assessments, insurance premiums and other costs and impositions incurred for the protection of the Property to the same extent as if the future obligations and advances were made on the date of execution of this Security Instrument; and (iii) future modifications, extensions, and renewals of any note or Related Documents secured hereby by this Security Instrument. Pursuant to Ind. Code 32-29-1-10, the lien of this Security Instrument with respect to any future advances, modifications, extensions, and renewals referred to herein and made from time to time will have the same priority to which this Security Instrument otherwise would be entitled as of the date this Security Instrument is executed and recorded without regard to the fact that any such future advance, modification, extension, or renewal may occur after this Security Instrument is executed. It is Mortgagor's express intention that this Security Instrument and the continuing security interest granted hereby, in addition to covering all present Indebtedness to Lender, will extend to all future obligations to Lender, whether or not such obligations are reduced or entirely extinguished and thereafter increased or reincurred, whether or not such obligations are related to the Indebtedness identified above by class, type or kind and whether or not such obligations are specifically contemplated by Mortgagor and Lender as of the date hereof. The absence of any reference to this Security Instrument in any documents, instruments, or agreements evidencing or relating to any Indebtedness and/or obligations secured hereby will not limit, or be construed to limit, the scope of applicability of this Security Instrument.

**WARRANTIES.** Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.



**Removal of any Part of the Property.** Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 30 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

**Payment of Taxes and Other Applicable Charges.** Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

**Financial Information.** Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to

effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**MORTGAGOR'S ASSURANCES.** At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts



paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Security Instrument will be governed by the laws of the State of Indiana including all proceedings arising from this Security Instrument.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**WAIVER OF JURY TRIAL.** All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

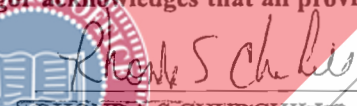
**ADDITIONAL PROVISIONS.**

**CROSS COLLATERALIZATION.** It is the expressed intent of Mortgagor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except (i) any obligation existing or arising against the principal dwelling of any Mortgagor, and (ii) any obligation for a closed-end consumer credit transaction offered or extended for personal, family, or household purposes.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.

  
ROBERT A. CHURCHILL, JR.      Date 4-3-2020  
Individually



  
RHONDA S. CHURCHILL      Date 4/3/2020  
Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
COUNTY OF NEWTON )

Before me, ASHLEY HAYWORTH-HOPP a NOTARY PUBLIC, this 3rd day of April, 2020, ROBERT A CHURCHILL JR, acknowledged the execution of the foregoing instrument. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 3/21/2023

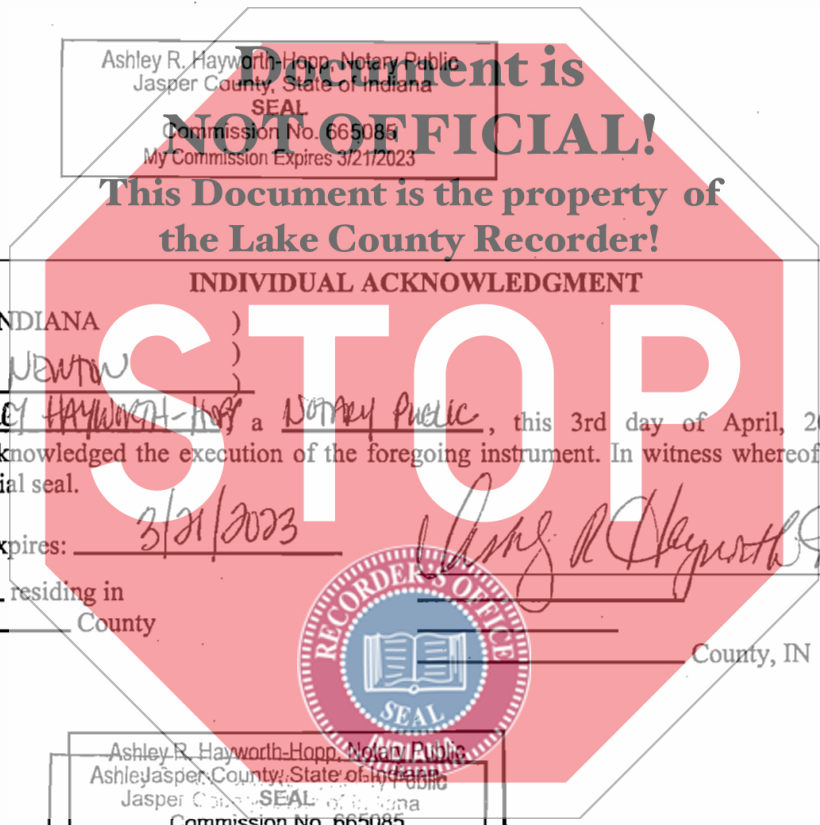
Ashley R Hayworth-Hopp

JASPER residing in \_\_\_\_\_ County

\_\_\_\_\_ County, IN

(Official Seal)

Ashley R. Hayworth-Hopp, Notary Public  
Jasper County, State of Indiana  
SEAL  
Commission No. 665085  
My Commission Expires 3/21/2023



STATE OF INDIANA )  
COUNTY OF NEWTON )

Before me, ASHLEY HAYWORTH-HOPP a NOTARY PUBLIC, this 3rd day of April, 2020, RHONDA S CHURCHILL, acknowledged the execution of the foregoing instrument. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 3/21/2023

Ashley R Hayworth-Hopp

JASPER residing in \_\_\_\_\_ County



\_\_\_\_\_ County, IN

(Official Seal)

Ashley R. Hayworth-Hopp, Notary Public  
Ashley Jasper County, State of Indiana  
Jasper County, SEAL of Indiana  
Commission No. 665085  
My Commission Expires 3/21/2023



THIS INSTRUMENT WAS PREPARED BY:

SUSAN L. OLSON  
203 W DREXEL PARKWAY  
RENSSELAER, IN 47978

AFTER RECORDING RETURN TO:

ASHLEY HOPP  
203 WEST DREXEL PARKWAY  
RENSSELAER, IN 47978

**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.**

SUSAN L. OLSON





EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS:

That part of Section 28 and 33, Township 32 North, Range 9 West of the Second Principal Meridian, West Creek Township, Lake County, Indiana, lying South of the right-of-way of the Norfolk Southern Railway, formally known as New York Railway; North of the centerline of 241st Avenue running through the South Half of said Section 33; and lying West of the right-of-way of U.S. Route No. 41, being more particularly described as follows:

Beginning at a Lake County Surveyor's Office monument at the Northwest corner of said Section 33; thence North  $00^{\circ}40'18''$  West, along the West line of said Section 28, a distance of 51.33 feet, to a point of intersection with the South right-of-way line of said Norfolk Southern Railway; thence South  $88^{\circ}55'17''$  East, along the South line of said Norfolk Southern Railway, a distance of 3635.95 feet, to a 5/8's-inch iron bar with Sayers I.D. Cap at the intersection of the West right-of-way line of said U.S. Route No. 41; thence South  $22^{\circ}57'27''$  East, along the West right-of-way line of said U.S. Route No. 41, a distance of 488.68 feet, to a 5/8's-inch iron bar with Sayers I.D. Cap at the intersection of the North right-of-way line of 237th Avenue; thence South  $89^{\circ}49'45''$  West, along the North right-of-way line of said 237th Avenue, a distance of 130.16 feet, to a 5/8's-inch iron bar with Sayers I.D. Cap at the platted end of said 237th Avenue; thence South  $00^{\circ}12'03''$  East, along the platted end of said 237th Avenue, a distance of 60.00 feet, to a 5/8's-inch iron bar with Sayers I.D. Cap; thence North  $89^{\circ}49'45''$  East, along the South right-of-way line of said 237th Avenue, a distance of 89.81 feet, to a 5/8's-inch iron bar with Sayers I.D. Cap at the intersection of the West right-of-way line of said U.S. Route No. 41; thence South  $35^{\circ}17'08''$  East, along the West right-of-way line of said U.S. Route No. 41, a distance of 67.12 feet; thence South  $25^{\circ}47'39''$  East, along the West right-of-way line of said U.S. Route No. 41, a distance of 902.01 feet, to a 5/8's-inch iron bar with Sayers I.D. Cap at the intersection of the South right-of-way line of 239th Avenue; thence North  $89^{\circ}49'45''$  East, along the South right-of-way line of said 239th Avenue, a distance of 40.91 feet, to a 5/8's-inch iron bar with Sayers I.D. Cap at the intersection of the West right-of-way line of said U.S. Route No. 41; thence South  $23^{\circ}05'56''$  East, along the West right-of-way line of said U.S. Route No. 41, a distance of 79.82 feet; to a 5/8's-inch iron bar with Sayers I.D. Cap at the intersection of the West line of a 20 feet wide Public Alley in Block 15 of L.R. Williams Second Addition to the Town of Schneider; thence South  $00^{\circ}12'03''$  East, along the West line of said Public Alley and extension thereof, a distance of 534.30 feet, to a 5/8's-inch iron bar with Sayers I.D. Cap; thence South  $80^{\circ}19'21''$  West, 40.00 feet, North of and parallel with the Northerly line of a tract conveyed to Duncan Lake, Inc. in Instrument Number 1969-17431 in the Office of the Recorder of Lake County, Indiana, a distance of 405.74 feet, to a 5/8's-inch iron bar with Sayers I.D. Cap; thence South  $65^{\circ}09'57''$  West, 40.00 feet, North of and parallel with the Northerly line of said "Duncan Lake, Inc." tract, a distance of 220.38 feet, to a 5/8's-inch iron bar with Sayers I.D. Cap; thence North  $89^{\circ}38'03''$  West, 40.00 feet, North of and parallel with the Northerly line of said "Duncan Lake, Inc." tract, a distance of 463.83 feet, to a 5/8's-inch iron bar with Sayers I.D. Cap; thence South  $00^{\circ}44'03''$  East, 30.00 feet, West of and parallel with the Westerly line of said "Duncan Lake, Inc." tract, a distance 852.70 feet, to a 5/8's-inch iron bar with Sayers I.D. Cap; thence South  $89^{\circ}15'57''$  West, a distance of 157.00 feet, to a 5/8's-inch iron bar with Sayers I.D. Cap; thence South  $00^{\circ}44'03''$  East, along the West line and extension thereof, of said "Duncan Lake, Inc." tract, a distance of 495.00 feet, to a MAG Nail with Sayers I.D. Tag at the Southwest corner of said "Duncan Lake, Inc." tract, being on the centerline of said 241st Avenue; thence South  $83^{\circ}20'57''$  West, along said centerline of 241st Avenue, a distance of 634.72 feet; thence North  $83^{\circ}52'03''$  West, along said centerline of 241st Avenue, a distance of 1400.00 feet; thence South  $89^{\circ}48'56''$  West, along said centerline of 241st Avenue, a distance of 1110.22 feet, to a MAG Nail with Sayers

EXHIBIT A

I.D. tag at the intersection of the West line of said Section 33; thence North 01°31'26" West, along the West line of said Section 33, a distance of 30.00 feet, to a Iron Pipe; thence North 00°46'50" East, along the West line of said Section 33, a distance of 3406.99 feet, to the Point of Beginning.

Containing 299.229 acres, more or less, all in West Creek Township, Lake County, Indiana.

EXCEPTING THEREFROM:

Part of the North half of Section 33, Township 32 North, Range 9 West of the Second Principal Meridian, West Creek Township, Lake County, Indiana, being more particularly described as follows: Commencing at a Lake County Surveyor's Office monument at the Northwest corner of said Section 33, thence North 00 degrees 40 minutes 18 seconds West, along the West line of Section 28, Township 32 North, Range 9 West of the Second Principal Meridian, West Creek Township, Lake County, Indiana, a distance of 51.33 feet, to a point of intersection with the South right-of-way line of Norfolk Southern Railway, formally known as New York Railway; thence South 82 degrees 03 minutes 17 seconds East, along the South line of said Norfolk Southern Railway, a distance of 3635.95 feet, to a 5/8's-inch iron bar with Sayers I.D. cap at the intersection of the West right-of-way line of U.S. Route No. 41; thence South 22 degrees 57 minutes 27 seconds East, along the West right-of-way line of said U.S. Route No. 41, a distance of 488.68 feet, to a 5/8's-inch iron bar with Sayers I.D. cap at the intersection of the North right-of-way line of 237th Avenue; thence South 89 degrees 49 minutes 45 seconds West, along the North right-of-way line of said 237th Avenue, a distance of 130.16 feet, to a 5/8's-inch iron bar with Sayers I.D. cap at the platted end of said 237th Avenue, being the point of beginning; Thence South 00 degrees 12 minutes 03 seconds East, along the platted end of said 237th Avenue, a distance of 60.00 feet, to a 5/8's-inch iron bar with Sayers I.D. cap; thence South 89 degrees 49 minutes 45 seconds West, along the extension of the South right-of-way line of said 237th Avenue, a distance of 730.66 feet; to a 5/8's-inch iron bar with Sayers I.D. cap; thence South 80 degrees 21 minutes 21 seconds West, a distance of 200.34 feet, to a 5/8's-inch iron bar with Sayers I.D. cap; thence North 89 degrees 09 minutes 58 seconds West, a distance of 475.20 feet, to a 5/8's-inch iron bar with Sayers I.D. cap; thence South 05 degrees 45 minutes 40 seconds East, a distance of 93.78 feet, to a 5/8's-inch iron bar with Sayers I.D. cap; thence North 89 degrees 45 minutes 15 seconds West, a distance of 578.63 feet, to a 5/8's-inch iron bar with Sayers I.D. cap; thence North 03 degrees 14 minutes 04 seconds East, a distance of 430.76 feet, to a 5/8's-inch iron bar with Sayers I.D. cap; thence South 89 degrees 45 minutes 15 seconds East, a distance of 238.43 feet, to a 5/8's-inch iron bar with Sayers I.D. cap; thence South 45 degrees 55 minutes 58 seconds East, a distance of 407.54 feet, to a 5/8's-inch iron bar with Sayers I.D. cap; thence South 89 degrees 09 minutes 58 seconds East, a distance of 477.70 feet, to a 5/8's-inch iron bar with Sayers I.D. cap; thence North 80 degrees 21 minutes 21 seconds East, a distance of 199.81 feet, to a 5/8's-inch iron bar with Sayers I.D. cap; thence North 80 degrees 49 minutes 45 degrees East, along the extension of the North right-of-way line of said 237th Avenue a distance of 735.60 feet, to the point of beginning, all in West Creek Township, Lake County, Indiana.