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RECORDER

(This Space for Recording Use Only)

THIS POCUMENT SHOULD BE RETURNED TO AFTER RECORDING: Was GREDOTED TO WINSTOOD PC, ATTN: Half Trent, 201 N. Tripin St., Suite 2000, Charlotte, NC.

104 Wilmot Road, MS 144G Deerfield, Illinois 60015 Real Estate Law Department Store# #6733/Lease ID#001

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made an multiple copies as of the helpful day of September 2021, by and between Argentic Real Estate Finance LLC ("Mortgagee"), Ondek Investments, Inc. ("Landlord") and WALGREEN Co., an Illinois corporation ("Tenant");

WITNESSETH:

WHEREAS, Mortgagee is the holder of a Note in the original principal amount of \$\frac{1}{2}\text{(M)}\text{(D)}\text{(D)}\text{(D)}\text{(S)}\text{(S)}\text{(S)}\text{(Text)}\text{(P)}\text{(A)}\text{(Text)}\text{(P)}\text{(A)}\text{(Text)}\text{(P)}\text{(A)}\text{(Text)}\text{(P)}\text{(A)}\text{(Text)}\text{(P)}\text{(A)}\text{(Text)}\text{(P)}\text{(A)}\text{(Text)}\text{(P)}\text{(A)}\text{(Text)}\text{(P)}\text{(A)}\text{(Text)}\text{(A)}\text{(A)}\text{(P)}\text{(A)}\text{(P)}\text{(A)}\text{(P)}\text{(A)}\text{(P

WHEREAS, by Lease dated May 2nd, 2001, as amended by that certain First Amendment to Lease dated May 25, 2021 ("Lease"), recorded by Memorandum of Lease of even date, on May 15, 2001, as document 2001-036719, in the Official Records of Lake County, State of Indiana, Landlord, as landlord, leased to Tenant, as tenant, the property, of the southwest corner of State Road and Central Avenue, in Lake Station, Indiana, legally described on Exhibit "A" ("Leased Premises"):

WHEREAS, Mortgagee, Tenant and Landlord desire to confirm their understanding with respect to said Lease and said Mortgage;

Store #6733/Lease ID#001

First American Title-NCS Milwaukee NCS-107608D MKE

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NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

- Subject to the covenants, terms and conditions of this Agreement, in the event of a default
 under the Note, the lien of said Lease is hereby subordinated to the lien of said Mortgage. If there
 shall be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of
 said Lease shall prevail.
- 2. In the event Mortgagee or any other party (collectively "Successor Landlord") acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure, or other procedure related to a default under the Note, said Lease shall remain in full force and effect and Tenant shall continue occupancy of the Leased Premises in accordance with the terms and provisions of said Lease, in such event, during the period that it holds title to or possession of the Leased Premises, Successor Landlord shall be in all respects bound by said Lease as Landlord and by all of Tenant's rights thereunder. Successor Landlord's remedies pursuant to the Lease will be in full force and effect once Successor Landlord succeeds to the interest of Landlord under the Lease and once Successor Landlord is bound by all of the terms and conditions of said Lease.
- 3. So long as Successor Landlord shall be bound by the terms and conditions of said Lease, Tenant shall attorn to Successor Landlord when Successor Landlord is in possession of the Leased Premises, whether such possession is pursuant to Mortgagec's rights under said Mortgage (which such attornment shall be effective and self operative without the execution of any further instrument on the part of any of the parties hereto), or other procedure related to a default under the Note and will continue occupancy of the Leased Premises under the same terms and conditions of said Lease
- 4. Mortgagee shall not include Tenant in any foreclosure proceeding involving the Leased Premises, unless required by applicable state law for Mortgagee to accomplish the foreclosure and then not to interfere with or diminish Tenant's rights under said Lease or disturb Tenant's possession.
- In the event that Successor Landlord succeeds to the interest of Landlord under such Lease,
 Successor Landlord shall not be:
- a). Liable for any act or omission of any prior landlord (including Landlord) or subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except for any defaults or remedies of which Tenant has notified Mortgagee prior to Successor Landlord becoming bound by the Lease in accordance with paragraph 2. Successor

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Landlord will not be held liable for any consequential damages for defaults of any prior Landlord; or

- b). Bound by any payment of any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
- c). Bound by any amendment or modification of the Lease made without Mortgagee's written consent.
- 6. During the continuance of said Mortgage, Tenant shall use reasonable efforts to give written notice to Mortgagee of all defaults by Landlord of those obligations under said Lease which are of a nature as to give Tenant a right to terminate said Lease, reduce rent, or to credit or offset any amounts against future rents, and Mortgagee shall have the same opportunity as provided to Landlord in said Lease (but shall not be required) to cure the same. In any event (except as otherwise provided in the next sentence of this paragraph), Tenant's failure to provide Mortgagee such written notice shall not impair any rights granted or derived by Tenant under said Lease and/or this Agreement. In no event shall Tenant terminate the Lease as a result of any breach or default of the Lease unless Tenant has provided Mortgagee notice and afforded the Mortgagee the same opportunity to cure such breach or default as provided to Landlord in said Lease; provided, however, that Mortgagee shall not be obligated to remedy or cure any default of Landlord under the Lease.
- 7. Tenant hereby agrees that upon receipt of written notice from Mortgagee of a default by Landlord under said Mortgage, all checks for rent and other sums payable by Tenant under said Lease to Landlord shall, from the date of Tenant's receipt of such written notice, be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall direct otherwise. Such an assignment of rent shall not relieve Landlord of any of its obligations under said Lease and shall not modify or diminish any rights granted to Tenant by said Lease or this Agreement, including but not limited to, any rights contained in said Lease which allow Tenant the right of so-called self help, offsets or deductions in the event of default or otherwise. Landlord hereby consents and agrees to the provisions of this paragraph and hereby authorizes Tenant to direct all rental and other payments under said Lease as provided by this paragraph. Landlord hereby relieves Tenant from any liability by reason of Tenant's payment of any sums under said Lease as required by this paragraph. Tenant shall have no obligation to verify the existence of any such default stated in the notice from Mortgagee under this paragraph.

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8. (a) Subject to the terms of (b) below, Tenant agrees that the covenants of Landlord in Article 8 of the Lease shall not be binding upon land owned by Successor Landlord that acquires the interest of Landlord in the Leased Premises through foreclosure of the Mortgage or a deed in lieu thereof, (provided that Successor Landlord owned or mortgaged such land prior to the date that it acquires the interest of Landlord in the Leased Premises), but shall apply to any subsequent purchaser or transferee that is not an affiliate or subsidiary of Successor Landlord.

(b) Upon Successor Landlord's acquisition of Landlord's interest, during the period that it holds title to the Leased Premises, Successor Landlord will not execute any agreement that violates the restrictions set forth in Article 8 of the Lease or agree to any modification of a then existing agreement which extends the right of any third party to operate in a manner inconsistent with the restrictions set forth in Article 8 of the Lease.

- 9. In the event Successor Landlord acquires title or right of possession of the Leased Premises, Tenant acknowledges and agrees that the liability of such Successor Landlord under the Lease shall be limited to its interest in the property described on Exhibit "A" and the rents, income and profits therefrom. Notwithstanding anything herein to the contrary, Tenant shall have all of its equitable remedies against Successor Landlord. Nothing contained herein shall otherwise limit Tenant's rights or remedies as provided in the Lease.
- 10. All notices under this Agreement shall be deemed to have been duly given if made in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, and addressed as follows:

If to Mortgagee: Ondek Investments, Inc.

7218 Church Ave Pittsburgh, PA 15202 Attention: Bill Ondek

If to Tenant: 104 Wilmot Road, MS #144G

Deerfield, Illinois 60015

If to Landlord: Argentic Real Estate Finance LLC

31 West 27th Street, 12th Floor New York, New York 10001 Attention: Ryan Supple Pecorder

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provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

- 11. Tenant agrees that the right of first refusal shall not apply to Successor Landlord through a foreclosure, deed-in-lieu of foreclosure or any other enforcement action under the Mortgage; provided, however, such right of first refusal shall apply to subsequent purchasers of the Leased Premises. It is the express intention of Landlord and Tenant that the acquisition by either party of the right, title, interest and estate of the other party in and to the Leased Premises shall not result in termination or cancellation of the Lease by operation of the principle of merger of estates or otherwise, notwithstanding any applicable law to the contrary.
- 12. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.
- 13. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

(Signature Page to follow)

NEW TUNIANDA, @ 554 F. ICIAL DOCUMENT

IN WITNESS WHEREOF, the Mortgagee and the Tenant have caused this Agreement to be executed as of the date first above written.

MORTGAGEE:

ARGENTIC REAL ESTATE FINANCE LLC.

a Delaware limited liability company

By: ARGENTIC INVESTMENT MANAGEMENT LLC, its Investment Manager

Name: Ryan Supple

Title: Authorized Signatory

S POPONY MORTGAGEE'S ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

) ss.

Before me, the undersigned authority, on this day personally appeared Ryan Supple, an Authorized Signatory of ARGENTIC INVESTMENT MANAGEMENT LLC, a Delaware limited liability company, Investment Manager of ARGENTIC REAL ESTATE FINANCE LLC, a Delaware limited liability company, known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument in the capacity and for the purposes therein expressed.

Given under my hand and seal of office on this 3 day of September 2021.

ALESSANDRA CROCITTO NOTARY PUBLIC STATE OF NEW YORK Registration No. 01CR640671 Qualified in New York County Commission Expires March 23, 2024

Signature of Notary Public

NEW TUNIANDA, @ 554 F, I CIAL DOCUMENT

IN WITNESS WHEREOF, Landlord has executed this instrument as of the day and vear first above written.

LANDLORD:

3518 CENTRAL, LLC.

a Delaware limited liability company

By: ONDEK INVESTMENTS. a Pennsylvania general partnership.

its Sole Member

William T. Ondek Title: Managing Partner

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA §

COUNTY OF ALLEGHENY

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Before me, the undersigned notary this Subordination, Non-Disturbance and Attornment Agreement was ACKNOWLEDGED on September 14, 2021 by WILLIAM T. ONDEK, the Managing Partner of ONDEK INVESTMENTS, a Pennsylvania general partnership, the Sole Member of 3518 CENTRAL, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal

Allegheny County My Commission Expires Apr 7, 2022 Commission Number 1255234

KATHLEEN M O'REILLY - Notary Public

Notary Public, Commonwealth of Pennsylvania

Printed Name of Notary Public

County of Residence for Notary Public

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/	
WALGREEN CO	ARGENTIC REAL ESTATE FINANCE LLC
By: // Name: Richard N. Steiner	By: Name:
Title: Director and Managing Counsel	Title:
A _C	
ONDEK INVESTMENTS, INC.	
By:	
Name:	
Title:	
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TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS §
COUNTY OF LAKE §

On this 10 day of September 2021, before me appeared Richard N. Steiner, to me personally known, who, being by me duly sworn, did say that he is the Director and Managing Counsel of Walgreen Co., an Illinois corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Director acknowledged said instrument to be the free act and deed of said corporation.

(Seal)

My term expires: 5/6/25

Notary Public

OFFICIAL SEAL
DIAME C COZZI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 58/25

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PLEASE ATTACH LEGAL DESCRIPTION FOR EXECUTION OF DOCUMENT

EXHIBIT "A"

LEGAL DESCRIPTION (STORE #6733)

PARCEL 1: THE WEST 80 FEET OF SCHOOL LOT 8, IN SECTION 16, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF LAKE STATION, LAKE COUNTY, INDIANS; ALSO A STRIP OF LAND IN SECTION 17 OF SAID TOWNSHIP AND RANGE, WHICH LIES ADJACENT TO AND ON THE WEST SIDE OF SAID LOT 8, THE SAID STRIP BEING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THAT PART OF CENTRAL AVENUE WHICH LIES IN THE SAID SECTION 17, WITH THE EAST LINE OF SAID SECTION 17; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 17, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 17, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID EASEMENT, A DISTANCE OF 20.78 FEET; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID SECTION 17 TO THE NORTH LINE OF CENTRAL AVENUE; THENCE EASTERLY ALONG THE MORTHERLY LINE OF SAID SECTION 17 TO THE NORTH LINE OF CENTRAL AVENUE; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 17 TO THE NORTH LINE OF CENTRAL AVENUE; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 17 TO THE NORTH LINE OF CENTRAL AVENUE; THENCE DESIGNING.

PARCEL 2: THE WEST 9 FEET OF THE SOUTH 410 FEET OF SCHOOL LOT 9, AND SCHOOL LOT 8, EXCEPT THE WEST 80 FEET THEREOF, IN THE WEST 1/2 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF LAKE STATION, IN LAKE COUNTY, INDIANA, EXCEPT THAT PART CONVEYED TO STATE OF INDIANA BY DEED RECORDED DECEMBER 7, 1989 AS DOCUMENT NO. 072824.

PARCEL 3: THE NORTH 72 FEET OF SCHOOL LOT 9 AND PART OF SCHOOL LOT 7 IN SECTION 16, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF LAKE STATION, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOINT 170 FEET SOUTH OF THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE MICHIGAN CENTRAL RAILROAD AND THE EAST LINE OF SAID LOT 7; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 64.7 FEET; THENCE WESTERLY ON A LINE PARALLEL TO CENTRAL AVENUE, A DISTANCE OF 330 FEET TO THE WEST LINE OF SAID LOT 7, BEING ALSO THE WEST LINE OF SAID SECTION 16, AND WHICH POINT IS ALSO 141.4 FEET SOUTH OF THE INTERSECTION OF THE WEST LINE OF SAID SECTION 16 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF THE WEST LINE OF SAID SECTION 16 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF THE MICHIGAN CENTRAL RAILROAD; THENCE MORTH, A DISTANCE OF 51.4 FEET ALONG THE WEST LINE OF SAID SECTION 16 AND THE SOUTHERLY PLACE OF BEGINNING.

PARCEL 4: PART OF SCHOOL LOT 9 IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF LAKE STATION, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 225 FEET EAST OF THE WEST LINE OF SAID SECTION 16, AND 30 FEET NORTH OF THE CENTERLINE OF CENTRAL AVENUE, THE SAID POINT BEING 85 FEET WEST OF THE INTERSECTION OF THE NORTH LINE OF CENTRAL AVENUE AND THE WEST LINE OF RIPLEY STREET, AS NOW LOCATED IN THE CITY OF LAKE STATION, LAKE COUNTY, INDIANA; THENCE NORTH PARALLEL TO THE WEST LINE OF RIPLEY STREET 110 FEET, THENCE WEST 50 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF RIPLEY STREET 110 FEET TO THE NORTH LINE OF CENTRAL AVENUE; THENCE EAST ALONG THE NORTH LINE OF THE

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THEREFROM THE FOLLOWING:

A PART OF SCHOOL LOT 9 IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF LAKE STATION, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH BOUNDARY OF CENTRAL AVENUE SOUTH 89 DEGREES 58 MINUTES 18 SECONDS WEST, 58.00 FEET RROM THE INTERSECTION OF THE NORTH BOUNDARY OF SAID CENTRAL AVENUE AND THE WEST BOUNDARY OF U.S. R. 6 AND S.R. 51 (RIPLEY STREET), WHICH POINT OF BEGINNING IS ON THE EAST LINE OF THE OWNERS LAND; THENCE SOUTH 89 DEGREES 58 MINUTES 18 SECONDS WEST 50.00 FEET ALONG THE BOUNDARY OF SAID CENTRAL AVENUE TO THE EAST LINE OF THE WEST 9 FEET OF SAID SCHOOL LOT 9 AND THE WEST LINE OF THE OWNERS LAND; THENCE NORTH 00 DEGREES 01 MINUTE 42 SECONDS WEST, 3.00 FEET ALONG THE EAST LINE OF THE WEST 9 FEET OF SAID SCHOOL LOT 9 AND ALONG THE WEST LINE OF THE OWNERS LAND; THENCE NORTH 89 DEGREES SMINUTES 18 SECONDS SETS 1 LINE OF THE WEST 9 FEET OF SAID SCHOOL LOT 9 AND ALONG THE WEST LINE OF THE OWNERS LAND; THENCE NORTH 89 DEGREES SMINUTES 18 SECONDS SAIS, 50.00 FEET TO THE EAST LINE OF THE OWNERS LAND; THENCE SOUTH 00 DEGREES OUTH 00 DEGREES ON MINUTES 18 SECONDS SEAS, 50.00 FEET ALONG STALE ALONG STALE OF THE POINT OF BEGINNING.

PARCEL 5: A PARCEL OF LAND IN THE NORTH-WEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF LAKE STATION, LAKE COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 310 FEET EAST OF THE WEST LINE OF SAID SECTION 16 AND 30 FEET NORTH OF THE CENTERLINE OF CENTRAL AVENUE, THE SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF CENTRAL AVENUE AND THE WEST LINE OF RIPLEY STREET AS NOW LOCATED IN THE TOWN OF EAST GARY, LAKE COUNTY, INDIANA; THENCE NORTH ALONG THE WEST LINE OF RIPLEY STREET, 106.4 FEET; THENCE WEST 85 FEET; THENCE SOUTH 103 FEET TO THE NORTH LINE OF CENTRAL AVENUE; THENCE EAST ALONG THE NORTH LINE OF CENTRAL AVENUE; THENCE EAST ALONG THE NORTH LINE OF CENTRAL AVENUE; THENCE EAST ALONG THE NORTH LINE OF CENTRAL AVENUE; SECTION OF THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING:

PART OF SCHOOL LOT 9 IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF LAKE STATION, LAKE COUNTY. INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 310 FEET EAST OF THE WEST LINE OF THE SAID SECTION 16 AND 30 FEET NORTH OF THE CENTERLINE OF CENTRAL AVENUE, SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF CENTRAL AVENUE AND THE WEST LINE OF RIPLEY STREET (THE FOREGOING PORTION OF THIS DESCRIPTION BEGINNING WITH THE WORDS "BEGINNING AT A POINT" IS QUOTED FROM DOCUMENT NO. 342894); THENCE SOUTH 89 DEGREES 58 MINUTES 18 SECONDS WEST, 85.00 FEET ALONG THE NORTH BOUNDARY OF SAID CENTRAL AVENUE TO THE WEST LINE OF THE OWNER'S LAND; THENCE NORTH 00 DEGREES 01 MINUTE 42 SECONDS WEST, 3.00 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 58 MINUTES 18 SECONDS EAST, 59.58 FEET; THENCE NORTH 71 DEGREES 44 MINUTES 07 SECONDS EAST, 12.78 FEET; THENCE NORTH 36 DEGREES 29 MINUTES 54 SECONDS WEST, 9.82 FEET; THENCE NORTH 55 DEGREES 16 MINUTES 28 SECONDS EAST, 22.62 FEET TO THE WEST BOUNDARY OF U.S.R. 6 AND S.R. 51 (RIPLEY STREET); THENCE SOUTH 00 DEGREES 49 MINUTES 00 SECONDS EAST, 27.88 FEET ALONG THE BOUNDARY OF SAID U.S.R. 6 AND S.R. 51 TO THE POINT OF BEGINNING.

THE ABOVE PARCELS 1 THROUGH 5, LESS PUBLIC RIGHTS OF WAY ARE COMBINED AND DESCRIBED AS ONE PARCEL BY TORRENGA ENGINEERING, INC., IN THE ALTA SURVEY OF THE PROPERTY, JOB NO. 5202001, DATED APRIL 24, 2001, AND ALSO THE ORIGINAL ALTA SURVEY DONE BY JOHN STUART ALLEN OF TORRENGA SURVEYING, LLC, JOB NO. 300-04S, ON MARCH 25, 2004, AS FOLLOWS:

DESCRIPTION: ALL OF SCHOOL LOTS 8, 9 AND PART OF SCHOOL LOT 7, IN THE NORTHWEST QUARTER OF SECTION 16, AND PART OF THE NORTHEAST QUARTER OF SECTION 17, ALL IN THE TOWNSHIP 36 NORTH. RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN IN THE CITY OF LAKE

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STATION, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SCHOOL LOT 8; THENCE NORTH 00 DEGREES 00' 00' EAST, ALONG

THE WEST LINE OF SAID SCHOOL LOT 8, A DISTANCE OF 3.00 FEET, TO THE POINT OF BEGINNING. BEING ON THE NORTH RIGHT-OF-WAY LINE OF CENTRAL AVENUE; THENCE CONTINUING NORTH 00 DEGREES 00' 00" EAST, ALONG PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 15.36 FEET; THENCE SOUTH 74 DEGREES 46' 01" WEST, ALONG THE NORTH RIGHT- OF-WAY LINE OF CENTRAL AVENUE AS IT CURRENTLY EXISTS IN SAID SECTION 17, A DISTANCE OF 21.13 FEET; THENCE NORTH 00 DEGREES 00' 00" WEST, 20 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 17. A DISTANCE OF 217.65 FEET; THENCE NORTH 74 DEGREES 46' 01" EAST, 220 FEET NORTH OF AND PARALLEL TO THE ORIGINAL NORTH RIGHT-OF-WAY LINE OF CENTRAL AVENUE IN SAID SECTION 17, (210 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF CENTRAL AVENUE AS IT CURRENTLY EXISTS IN SAID SECTION 17), A DISTANCE OF 21.13 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 17; THENCE SOUTH 00 DEGREES 00' 00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 5.17 FEET; THENCE NORTH 88 DEGREES 30' 46" EAST, A DISTANCE OF 310.10 FEET. TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. #51 (RIPLEY STREET): THENCE SOUTH 00 DEGREES 00' 00" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 211.35 FEET; THENCE SOUTH 55 DEGREES 07' 12" WEST, A DISTANCE OF 22.62 FEET; THENCE SOUTH 36 DEGREES 39' 10" EAST, A DISTANCE OF 9.82 FEET: THENCE SOUTH 71 DEGREES 34' 51" WEST, A DISTANCE OF 12.78 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CENTRAL AVENUE; THENCE NORTH 89 DEGREES 56' 05" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF CENTRAL AVENUE, A DISTANCE OF 285.18 FEET TO THE POINT OF BEGINNING, CONTAINING 1.746 ACRES, ATION, COUNTY RECORDER MORE OR LESS, ALL IN THE CITY OF LAKE STATION, LAKE COUNTY, INDIANA.