

2024-50323
02/FEB/2024 11:11 AM
TOTAL FEES: 25.00
BY: JAS
PG #: 5
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

FILED

Feb 01 2024 BDD
PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

Space Above is for Recording Information

SEVERANCE AGREEMENT/EASEMENT (Equipment)

CF-1020 (12/20)

Lease No: 5026327-00001

Prepared and
Drafted By: Greg J Davis, Esq., Compeer Financial
Return To:
Compeer Financial
7540 Airport View Dr SW
Rochester, MN 55902

THIS AGREEMENT is made this 25 day of January, 2024, between the undersigned parties.

WHEREAS,

Elevator 23, LLC, an Indiana limited liability company, Steven Wayne Vroom and Valerie Vroom (a/k/a Valerie Jan Vroom), married to each other Grantor address 23001 Parrish Ave Schneider, IN 46376 (hereinafter "Lessee") has applied to Compeer Financial, ACA ("Lessor") for a lease on Equipment described as follows:

60' X 104' X 16' BUILDING WITH ALL ATTACHMENTS AND ACCESSORIES

("Equipment") which are located or to be located on the following described real estate in the **Indiana** Lake co County, State of **Indiana** in which the undersigned have an interest ("Equipment Site");

Attached Exhibit A

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the lease, the undersigned, holders of an interest in the Equipment Site, do hereby agree as follows:

1. The Equipment shall remain severed from the Equipment Site.
2. Even if attached to the Equipment Site, the Equipment shall retain its personal character, shall be removable from the Equipment Site, shall be treated as personal property with respect to the rights of the parties, and shall not become a part of the Equipment Site.
3. The Equipment shall not be subject to the lien of any secured transaction or instrument

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executed by Lessee heretofore or hereafter arising against the Equipment or Equipment Site.

4. The Equipment may remain upon the Equipment Site in its present or future location without charge for as long as Lessor, or its assigns, continues to own the Equipment.
5. Lessor or its agents and/or assigns may have unlimited access to the Equipment Site for the purpose of inspecting the Equipment or removing the Equipment in the event of Lessee's default or failure to exercise the purchase option upon termination of the lease.

FURTHERMORE, for valuable consideration, the undersigned, Owner(s) of the Equipment Site, hereby grant Lessor, or its agents and/or assigns, an easement over said Equipment Site and the undersigned Lessee(s) and Contract Purchaser(s), Guarantor(s) and Lienholder(s) (collectively hereinafter "Lienholder"), if any, hereby consent to said easements. The easements created herein are for the benefit, continued use, possession and enjoyment of the Equipment located on the Equipment Site. This shall include easements for:

1. Ingress/Egress. Ingress and egress for any purpose relating to the use or operation of the Equipment.
2. Utilities. Utility lines to provide electricity to the Equipment Site.
3. Well. Use of the well and water pipes utilized on the Equipment Site.

The easements and interest in property created herein shall run with the land and be binding on the personal representatives, heirs, successors, tenants and assigns of the Owner and other undersigned parties and shall benefit the personal representative of the Owner and the other undersigned parties.

The term of this easement shall be for the earlier of 15 years from the date hereof, or upon Lessor, or its assigns, having sold the Equipment and no longer having an interest in said Equipment.

IN WITNESS WHEREOF, this Severance Agreement and Easement has been executed on the day and year first written above.

LESSEE(S):


Elevator 23, LLC, an Indiana limited liability company

By: 

Valerie Jan Vroom, President

By: 

Steven Wayne Vroom, Vice President

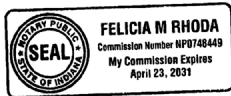

Steven Wayne Vroom, Individually


Valerie Jan Vroom, Individually

"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" Felicia M Rhoda

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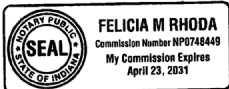
STATE OF Indiana)
) ss. (Individual)
COUNTY OF Lake)



On January 30th 2024, before me personally appeared:
Steven Wayne Vroom and Valerie Jan Vroom, married to each other
to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged the same as their free act and deed.

Felicia M Rhoda
Felicia M Rhoda, Notary Public
Lake County,
My Commission Expires April 23, 2031

STATE OF Indiana)
) ss. (Limited Liability Company)
COUNTY OF Lake)



On January 30th 2024, before me personally appeared:
Valerie Jan Vroom and Steven Wayne Vroom
to me known to be the person(s) described in and who executed the foregoing instrument as
President & Vice President of
Elevator 23, LLC, an Indiana limited liability company
and acknowledged the same as the free act and deed of the company.

Felicia M Rhoda
Felicia M Rhoda, Notary Public
Lake County,
My Commission Expires April 23, 2031

"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" Felicia M Rhoda

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Exhibit A

Legal Description

A tract of land in the West Half of Section 27, Township 32 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at a point on the West line of Section 27, Township 32 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, said point being 1289.83 feet South of the Northwest Corner of said Section 27; thence East on a line making a right angle with the West line of said Section 27, 240.0 feet to point; thence South on a line parallel with the West line of said Section 27, 1381.0 feet to a point; thence West on a line making a right angle with the West line of said Section 27, 240.00 feet to a point on the West line of said Section 27; thence North 1381.0 feet to the place of beginning. All of the aforesaid real estate containing 7.61 acres, more or less

PIN# 45-23-27-100-001,000-039

Property of Lake County Recorder