

Com 11281-12

TICOR TITLE INSURANCE
Merrillville, Indiana

WARRANTY DEED

729714

David J. Wilcox, as Trustee under the provisions of a trust agreement dated the 14th day of July, 1982, and known as Trust No. 111855-82, of Lake County, Indiana,

CONVEYS AND WARRANTS

to Gerald G. Martin and Yolonda W. Martin, husband and wife
1143 Pyramid Drive, Gary, Indiana 46407

of Lake County, Indiana, for the sum of one dollar and other good and valuable consideration, the following described real estate in Lake County, Indiana, to-wit: Lot 14, except the West 8.5 feet by parallel lines and perpendicular measurement to the West line thereof, and except the East 2.33 feet by parallel lines and perpendicular measurement to the East line thereof, in The Pyramids Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 52 page 35, and amended by Plat of Correction recorded in Plat Book 52 page 70, in the Office of the Recorder of Lake County, Indiana. Subject to covenants, conditions, restrictions and easements of record and to taxes for 1982 payable in 1983 and subsequent years.

Subject further, to the following restrictions which shall be a covenant running with the land:

1. Each wall between units is built as part of the original construction of the homes and garages upon the properties and interior walls placed on the dividing line between units and garages shall constitute a party wall and the general rules of law regarding party walls and liability for property damage due to negligence and willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any owner who used the wall may restore it and if the other owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right to any such owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

An owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any owner to contribution from any other owner hereunder shall be appurtenant to the land and shall pass to such owner's successors in title.

2. No building, fence, wall or other structure shall be commenced, erected or maintained upon the premises nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, color scheme, shape, heights, materials and locations of the same shall have been submitted to and approved in writing by the owners of the other unit of the building.
3. The cost of reasonable repair and maintenance of the roof of the building and garage shall be shared by the owners who make use of the roof in proportion to such use.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

OCT 17 10 45 AM '83
WILLIAM BIELSH
RECORDER

Key
46-594-14

DULY ENTERED
FOR TAXATION
OCT 14 1983
Auditor Lake County

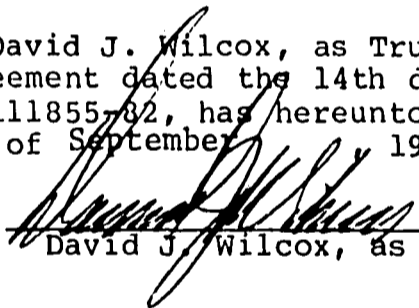
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If any roof is destroyed or damaged by fire or other casualty, any owner who has used the roof may restore it and if the other owners thereafter make use of said roofing they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. Any owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, now or hereafter imposed by the provisions of this deed. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
5. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.
6. The covenants and restrictions of this deed shall run with and bind the land for a term of twenty (20) years from the date this deed is recorded after which time they shall be automatically extended for successive periods of ten (10) years.
7. For information purposes it is acknowledged that the residence situated on the real estate hereinafter conveyed is covered by the Home Owners Warranty Certificate of Participation No. 07328156 which expires on September 30, 1993.

The Trustee's covenant of warranty relates only to acts done or committed by said Trustee.

In witness whereof, the said David J. Wilcox, as Trustee, under the provisions of a trust agreement dated the 14th day of July, 1982, and known as Trust No. 111855-82, has hereunto set his hand and seal this 30th day of September, 1983.

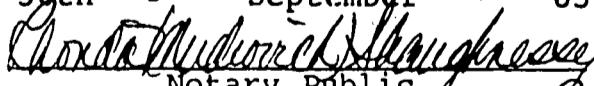


David J. Wilcox, as Trustee

State of Indiana))
County of Lake) ss:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named David J. Wilcox, as Trustee, who acknowledged the execution of the foregoing Deed to be his voluntary act and deed.

Witness, my hand and seal this 30th day of September, 1983.



Notary Public
Rhonda (Mudrovich) Shaughnessy

My Commission Expires October 1, 1984.

Resident of Lake County, Indiana.

This instrument prepared by David J. Wilcox, Trustee.