

H 905435

M E M O R A N D U M

This Memorandum, made and entered into by and between Lake County Trust Company, as Trustee under Trust Agreement dated May 1, 1962, and known as Trust No. 887 (hereinafter called "Seller") and Screaming Wheels Roller Rink, Inc., an Indiana corporation (hereinafter called "Buyer")

W I T N E S S E T H:

Seller and Buyer have entered into a Contract for Conditional Sale of Real Estate covering the following described real estate (See Exhibit "A" attached hereto) upon covenants, terms and conditions contained in said Contract entered into by and between the parties the 27th day of February, 1987.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Memorandum this 27th day of February, 1987.

RICHARD L. BLASTON
CHICAGO TITLE INSURANCE COMPANY
REGORBER, LAKE COUNTY
INDIANA DIVISION
CROWN POINT, INDIANA 46307
FILED FOR RECORD
MAR 6 1 02 PM '87

BUYER:

SCREAMING WHEELS ROLLER
RINK, INC., an Indiana
corporation

By: Mohammed A. Wise-Bey
Mohammed A. Wise-Bey, President

ATTEST:

Burnidean Wise-Bey
Burnidean Wise-Bey, Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

SELLER:

LAKE COUNTY TRUST COMPANY,
Trustee under Trust Agreement
dated May 1, 1962, and
known as Trust No. 887

By: SEE SIGNATURE PAGE ATTACHED

ATTEST: SEE SIGNATURE PAGE ATTACHED

Before me, a Notary Public, in and for said County and State on this _____ day of _____, 1987, personally appeared the within named _____, Vice President and _____ Assistant Secretary of the Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act acting for such corporation as Trustee.

SEE SIGNATURE PAGE ATTACHED
Notary Public

My Comm. Expires: _____

Resident of Lake County

Handwritten initials and scribbles at the bottom right of the page.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Seller while in form purporting to be representations, covenants, undertakings and agreements of the Seller are nevertheless each and every one of them made and intended not as personal representatives, covenants, undertakings and agreements by the Seller or for the purpose or with the intention of binding said Seller personally but are made and intended for the purpose of binding the trust property, and this contract is executed and delivered by said Seller not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Lake County Trust Company or any of the beneficiaries under said Trust Agreement because of this contract or as a result of representation, covenants, undertaking or agreement of the said Seller in this contract contained, either express or implied, all such personal liability, if any, being expressly waived and released by the Purchaser herein and by all persons claiming by, through or under said Purchaser.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and Trust Officer and attested by its Assistant Secretary this 27th day of February, 19 87.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated May 1, 1962 and known as Trust No. 887.

BY: Donna LaMere
Donna LaMere, Vice President and Trust Officer

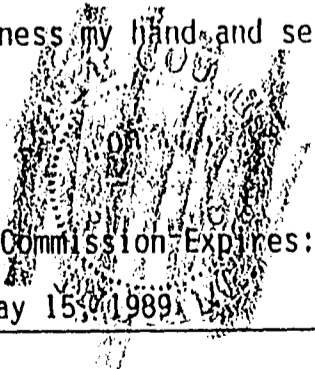
ATTEST:

BY: Charlotte L. Keilman
Charlotte L. Keilman, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the abovenamed Vice President and Trust Officer and Assistant Secretary of the Lake County Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Witness my hand and seal this 2nd day of March, 19 87.



Angeline Bravos
Angeline Bravos -Notary Public

Resident: Lake County, Indiana

My Commission Expires:
May 15, 1989

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 3rd day of March, 1987, personally appeared Screaming Wheels Roller Rink, Inc., an Indiana corporation, by Mohammed A. Wise-Bey and Burnidean Wise-Bey, its President and Secretary respectively, and acknowledged the execution of the above and foregoing instrument in the capacity therein stated.

Helen Helwig
Notary Public
Resident of Lake County

My Comm. Expires: 11-7-88



This instrument prepared by John O. Stiles, Attorney at law
8585 Broadway, Merrillville, Indiana 46410

Beginning at a point on the North line of Lot 1 in Block "I", in Dunes Highway Realty Co's 2nd Subdivision, as shown in Plat Book 20, page 11, in Lake County, Indiana, which point is 2.08 feet West of the East line of said Lot 1 (said North line of said Lot 1 also being the South line of U.S. Highway #20); thence South parallel with the East line of said Lot 1 extended South to the South line of Lot 14 in said Block "I"; thence East along the South line of Lot 14, along the South line of Lot 14 extended East across vacated Alley 61 East, and along the South line of Lot 33 in said Block "I" to its intersection with a line which is 24.39 feet East of and parallel with the West lines of Lots 27 to 45, both inclusive, in said Block "I"; thence South on said line and parallel with the West lines of Lots 34 to 45, both inclusive, in said Block "I" to the South line of said Lot 45; thence West along the South line of said Lot 45, along the South line of said Lot 45 extended West across vacated Alley 61 East, along the South line of Lot 26 in said Block "I", along the South line extended West of said Lot 26 across the vacated Henry Street, along the South line of Lot 40 in Block "G" in said Dunes Highway Realty Co's 2nd Subdivision, and along the South line extended West of said Lot 40 across vacated Alley 60 East to a point in the center line of said vacated Alley 60 East; thence North along the center line of said vacated Alley 60 East to a point on the West extension of the North line of Lot 29 in said Block "G"; thence East on said line to the Northwest corner of said Lot 29; thence North along the West lines of Lots 28, 27, 26 and 25 in said Block "G" to the Northwest corner of said Lot 25; thence East along the North line of said Lot 25 to the Northeast corner thereof; thence North to the Southeast corner of Lot 8 in said Block "G"; thence West along the South lines of Lots 8, 7, 6 and 5 in said Block "G" to the Southwest corner of said Lot 5; thence North along the West line of said Lot 5 to the Northwest corner of said Lot 5 which is on the South line of U.S. Highway #20; thence East along the South line of U.S. Highway #20 to the point of beginning.

EXHIBIT "A"