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**FILED**

MAR 14 1994

*Anna N. Anton*

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

94019068

**MEMORANDUM OF WRITTEN CONTRACT**  
**FOR SALE OF REAL ESTATE**

LAKE COUNTY TRUST COMPANY AS TRUSTEE OF TRUST NO. 2034, of Lake County, Indiana, hereinafter designated as First Party and BYUNG DO SONG, HEE SOOK SONG and YANG JOYCE CHO, of Lake County, Indiana, hereinafter designated as Second Party acknowledge as follows:

That the First Party as Seller and the Second Party as Purchasers, entered into a written Contract for Sale of Real Estate on the 4 day of February, 1994, in which terms of same were set out including purchase price and method of payment.

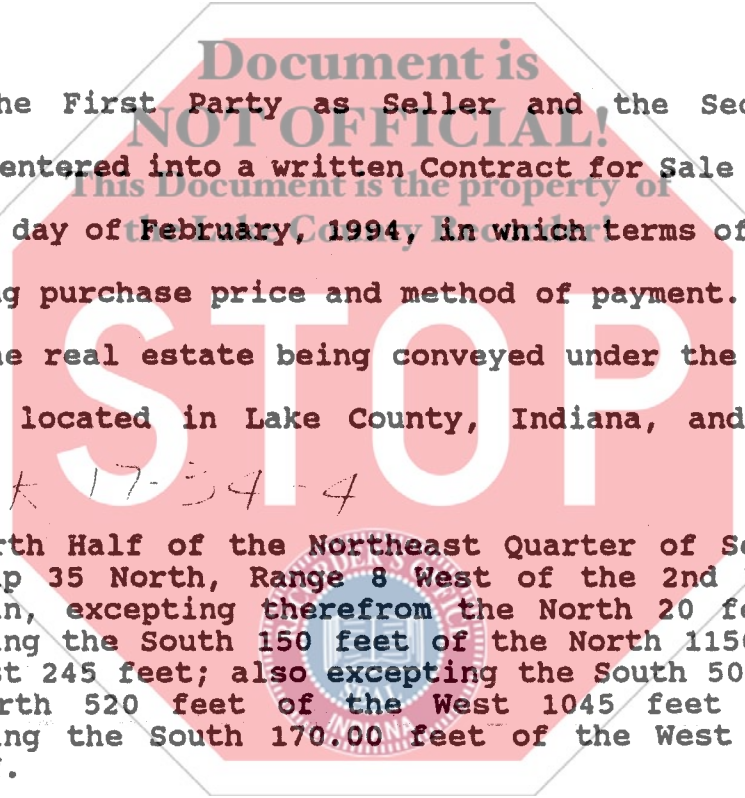
That the real estate being conveyed under the terms of said Contract is located in Lake County, Indiana, and described as follows:

The North Half of the Northeast Quarter of Section 2, Township 35 North, Range 8 West of the 2nd Principal Meridian, excepting therefrom the North 20 feet; also excepting the South 150 feet of the North 1150 feet of the West 245 feet; also excepting the South 500 feet of the North 520 feet of the West 1045 feet and also excepting the South 170.00 feet of the West 245 feet thereof.

That the parties hereto enter into this Memorandum for the purpose of recording this instrument in the Office of the Recorder of Lake County, Indiana, dated this 4<sup>th</sup> day of February, 1994.

LAKE COUNTY TRUST COMPANY as  
Trustee of Trust No. 2034

BY: SEE SIGNATURE PAGE ATTACHED



STATE OF INDIANA  
RECORDER OF DEEDS  
LAKE COUNTY, INDIANA  
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STATE OF INDIANA  
RECORDER OF DEEDS  
LAKE COUNTY, INDIANA

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee 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 LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 4th day of February, 1994.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated October 19, 1973 and known as Trust No. 2034.

BY: Elaine M. Worstell  
Elaine M. Worstell, Trust Officer

ATTEST:  
BY: Sandra L. Stiglitz  
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA            )  
  )SS:  
COUNTY OF LAKE            )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledge 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.

Witness my hand and seal this 4th day of February, 1994.

Laura L. Anderson  
Laura L. Anderson-Notary Public