

Mail In Statements  
Mercantile National Bank Trust 3950  
P.O. Box 3116  
c/o J. E. Solan  
Minutes In  
46321

JAN 3 1995

*[Handwritten signature]*

**MEMORANDUM OF CONTRACT**

This Contract is made as of December 29, 1994, by MERCANTILE NATIONAL BANK OF INDIANA, as Trustee under the provisions of a certain Trust Agreement dated November 7, 1979, and known as Trust Number 3950 (the "Seller") and ROGER K. REEDER and MELINDA REEDER, husband and wife (collectively, the "Buyer").

In consideration of the payment of \$1.00 and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby agrees to convey to the Buyer the real property situated in Lake County, Indiana, described follows:

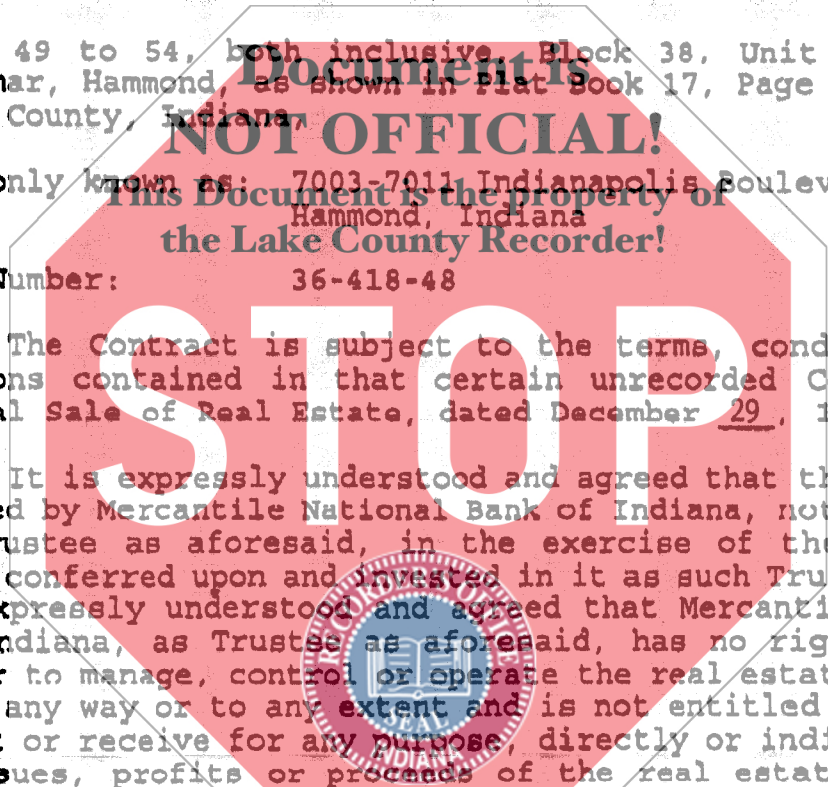
Lots 49 to 54, both inclusive, Block 38, Unit 11 of Woodmar, Hammond, as shown in Plat Book 17, Page 30, in Lake County, Indiana.

Commonly known as: 7003-7011 Indianapolis Boulevard Hammond, Indiana

Key Number: 36-418-48

The Contract is subject to the terms, conditions and restrictions contained in that certain unrecorded Contract or Conditional Sale of Real Estate, dated December 29, 1994.

It is expressly understood and agreed that this document is executed by Mercantile National Bank of Indiana, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that Mercantile National Bank of Indiana, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate the real estate described herein in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of the real estate described herein or any lease or sale or any mortgage or any disposition thereof. Nothing contained in this document will be construed as creating any personal liability or personal responsibility of the Trustee and, in particular, without limiting the generality of the foregoing, there will be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder will look solely to the trust estate from time to time. It is further understood and agreed that the said Trustee merely holds naked title to the real estate described herein and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the real estate described herein, except as



Chicago Title Insurance Company

95000582

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

95 JAN 4 AM 10:06  
ALMASAG & COLBY  
CHIEF DEPT. RECORDER

051



Buyer:

  
\_\_\_\_\_  
Roger K. Reeder

  
\_\_\_\_\_  
Melinda Reeder

STATE OF INDIANA )

COUNTY OF LAKE )

Document is

SS:

**NOT OFFICIAL!**

BEFORE ME, the undersigned, a Notary Public, on December 29th, 1994, personally appeared Roger K. Reeder and Melinda Reeder, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and being first duly sworn by me upon oath, acknowledged that they have read and understand the foregoing document and that they have affixed their names as their own free and voluntary acts for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



  
\_\_\_\_\_  
ARLYNE K. ROYAL

, Notary Public

My Commission Expires APRIL 18 1995

County of Residence:

LAKE

This Instrument Prepared by:

Demetri J. Retson  
Burke, Murphy, Costanza & Cuppy  
Suite 600  
8585 Broadway  
Merrillville, Indiana 46410  
(219) 769-1313  
fax: (219) 769-6806

**THIS Memorandum of Contract** is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 7th day of November, 1979, creating Trust #3950; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, 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. MERCANTILE NATIONAL BANK OF INDIANA, 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.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/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, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Senior Vice President and Trust Officer and its corporate seal hereunto affixed and attested by its Trust Account Representative the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE  
 AFORESAID AND NOT PERSONALLY,

BY: H.F. Smiddy  
 H.F. Smiddy, Senior Vice President  
 and Trust Officer

ATTEST

Christopher W. Yugo  
 Christopher W. Yugo, Trust Account  
 Representative

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )



**FILED**

JAN - 3 1995

*Debra L. Hart*  
 Auditor

I, Debra L. Hart, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that H.F. Smiddy and Christopher W. Yugo of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Trust Officer and Trust Account Representative respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and the Christopher W. Yugo did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th day of December, 1994.

Debra L. Hart  
 Debra L. Hart Notary Public

My Commission Expires: April 24, 1998  
 Resident of Lake County