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SHORT FORM REAL ESTATE PURCHASE CONTRACT

By Contract dated the 8th day of February, 1996, NBD BANK, N.A., f/k/a GAINER BANK, Merrillville, Indiana, organized under the laws of the United States of America, as Trustee under the provisions of a Trust Agreement dated October 27, 1988 and known as Trust No. P-5886, as Seller, sold to LAKE COUNTY TRUST COMPANY, organized under the laws of the State of Indiana, as Trustee under the provisions of a Trust Agreement dated January 30, 1996 and known as Trust No. 4743, as Purchaser, certain real estate located in Lake County, Indiana described as follows:

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Lot 3, Westlake Plaza, Unit ^{2nd} as shown in Plat Book 63, page 49 in the Office of the Recorder of Lake County, Indiana. Said real estate contains approximately 11.0968 acres.

15-556-3

FEB 13 1996

Located approximately south of 83rd Avenue and east of Interstate 65, Merrillville, IN

**SAM ORLICH
AUDITOR LAKE COUNTY**

The terms and conditions provide, among other things, that possession of the premises shall be in the Purchaser, who assumes and agrees to pay any and all real estate taxes and assessments for the year 1996 due and payable in 1997 and thereafter. The Seller shall pay the 1995 real estate taxes and assessments payable in 1996.

Exculpatory Clause of NBD Bank. Anything herein to the contrary notwithstanding, it is hereby expressly understood and agreed by and between the parties hereto that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee and nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose of 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 no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against NBD Bank, N.A. because of the instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on NBD Bank, N.A., 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. NBD Bank, N.A., personally is not a "Transferor" under the Act and makes no representation 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 on its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Exculpatory Clause of Lake County Trust Company. 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, representations, 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;

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LAKE COUNTY
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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" under the Act and makes no representation 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 on 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 beneficiary 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 trust or accuracy of the facts herein stated.

IN WITNESS WHEREOF, the parties have executed this Short Form Real Estate Contract effective the day and year first above written.

SELLERS:

NBD BANK, as Trustee under
Trust Agreement No. P-5886

By: Donald L. Hawkins
Donald L. Hawkins, Vice President
& TRUST OFFICER
Attest:

By: Christine Jensen
CHRISTINE JENSEN
Attest:

PURCHASER:

LAKE COUNTY TRUST COMPANY,
as Trustee under Trust
Agreement No. 4743

By: Elaine M. Worstell
Elaine M. Worstell-Trust Officer
Attest:

By: Sandra L. Stiglitz
Sandra L. Stiglitz-Asst. Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 8th day of February, 1996, personally appeared Donald J. Hawkins and Christine Jensen and the Vice President and Trust Officer of NBD BANK, N.A., Merrillville, Indiana, organized under the laws of the United States of America, as Trustee under the provisions of a Trust Agreement known as Trust No. P-5886, who each for and on behalf of said NBD BANK, N.A., as Trustee under said Trust Agreements, duly acknowledged the execution of the above and foregoing instrument for and on behalf of said NBD BANK, N.A., as Trustee, as aforesaid and as its voluntary act and deed.

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

George M. Ciesielski
George M. Ciesielski Notary Public

My Commission Expires: 1-10-97

County of Residence: Lake

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 7th day of February, 1996, personally appeared Elaine M. Worstell and Sandra L. Stiglitz and the Trust Officer and Asst. Secretary of LAKE COUNTY TRUST COMPANY, organized under the laws of the State of Indiana, as Trustee under the provisions of a Trust Agreement known as Trust No. 4743, who each for and on behalf of said LAKE COUNTY TRUST COMPANY as Trustee under said Trust Agreement, duly acknowledged the execution of the above and foregoing instrument for and on behalf of said LAKE COUNTY TRUST COMPANY, as Trustee, as aforesaid and as its voluntary act and deed.

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

Leah Susanne Anderson
Leah Susanne Anderson Notary Public

My Commission Expires: 4-7-99

County of Residence: Lake

This instrument prepared by: Richard E. Anderson
Anderson, Tauber & Woodward, P.C.
8935 Broadway
Merrillville, IN 46410
↗ (219) 769-1892