

Dr. Patel 6282
C/o National Real Estate
8242 Calumet Avenue
Munster, In 46321

H 485901 LD

Chicago Title Insurance Company

RETURN TO: GLENN R. PATTERSON, ESQ.
SINGLETON, CRIST, PATTERSON &
AUSTGEN
SUITE 200, 9245 CALUMET AVENUE
MUNSTER, INDIANA 46321

RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE

WITNESSETH this Agreement entered into this day by and between HETTY G. BALTENSBERGER BUIST (the "Grantor"), and CALUMET NATIONAL BANK, as Trustee under a Trust Agreement dated April 9, 1991, and known as Trust No. P-3790 (the "Grantee").

WHEREAS, Grantor is the owner of the following described real estate:

Part of Section 24, Township 36 North, Range 10 West of the Second Principal Meridian in the Town of Munster, Lake County, Indiana, described as beginning at the Northeast corner of said Section (said corner being the intersections of Broadmoor Avenue and Calumet Avenue centerlines); thence South on said East line having a bearing North assumed for a distance of 1243.58 feet to the point of beginning; thence South on said East line for a distance of 67.3 feet; thence West on a line having a bearing of North 89 degrees 44 minutes 30 seconds West for a distance of 122.32 feet; thence North 0 degrees 15 minutes 30 seconds East for a distance of 28.2 feet; thence East on a line having a bearing of South 89 degrees 44 minutes 30 seconds East for a distance of 32.0 feet; thence North on a line having a bearing of North 0 degrees 15 minutes 30 seconds East for a distance of 39.1 feet; thence East on a line having a bearing of South 89 degrees 44 minutes 30 seconds East for a distance of 90.3 feet to the point of beginning, excepting therefrom the following described parcel: The East 40 feet dedicated to Calumet Avenue.

(herein the "Real Estate"); and

WHEREAS, Grantee may in the future desire to purchase the Grantor's Real Estate, but is not in need of ownership of same at the present time; and

WHEREAS, Grantor is willing to grant to Grantee a right of first refusal to purchase the Grantor's Real Estate under certain conditions.

NOW, THEREFORE, it is hereby agreed as follows:

1. **GRANT OF RIGHT OF FIRST REFUSAL.** Grantor does hereby grant unto Grantee a right of first refusal to purchase the Real Estate, for a period ending on the date of transfer of title by Grantee of Grantee's adjoining real estate, commonly known as 8242 Calumet Avenue, Munster, Indiana (the "Grantee's Refusal Period"). Grantor shall be entitled to market the Real Estate for sale during the Grantee's Refusal Period, provided, however, that all offerors for the purchase of the Real Estate shall be given a written notice

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MARGARET G. ...
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SAM ORLICH
AUDITOR LAKE COUNTY

STATE OF INDIANA
LAKE COUNTY
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Handwritten initials/signature

from Grantor, advising said offeror of the existence of Grantee's right of first refusal hereunder, and advising such offeror that any offer submitted by said offeror must be submitted subject to the rights of Grantee hereunder, and shall provide to Grantor a minimum of thirty (30) days within which to accept or reject said offer. Grantor covenants and agrees to reject all offers that do not conform to the foregoing requirements. Upon Grantor's receipt of a bona fide offer from a third party that conforms to the foregoing requirements (the "Offer"), the Grantor shall deliver a copy thereof to Grantee within five (5) business days of the date of the Offer, and Grantee shall have fifteen (15) days thereafter within which to notify Grantor that Grantee intends to exercise its right of first refusal hereunder. In the event that Grantee elects to exercise its right of first refusal and delivers notice thereof to Grantor in accordance with the foregoing, Grantee will be obligated to purchase the Real Estate upon the same terms and conditions as set forth in the Offer. In the event that Grantee fails to exercise its right of first refusal in accordance with the foregoing, the right of first refusal shall be deemed to have expired, and Grantor shall be entitled to accept the Offer, and sell the Real Estate pursuant to the terms and provisions thereof. Grantee's failure to exercise its right of first refusal hereunder shall not constitute a waiver of Grantee's right of first refusal (a) with respect to any subsequent bona fide Offer made to Grantor, (b) in the event that the terms and provisions of any Offer are modified, or (c) in the event that the Real Estate or any part or portion thereof is not sold, for whatever reason, pursuant to any Offer accepted by Grantor, within the Grantee's Refusal Period."

2. NOTICE REQUIREMENTS. Except as otherwise specifically provided herein, the notices required by the foregoing shall be delivered by the deposit of same in the United States mail, certified mail return receipt requested, postage prepaid, or by receipt accountable courier, at the following addresses:

If to Grantor: Hetty G. Baltensberger Buist
8244 Calumet Avenue
Munster, Indiana 46321

If to Grantee: Calumet National Bank as Trustee
of Trust No. P-3790
c/o Trust Department
Calumet National Bank
5231 Hohman Avenue
Hammond, Indiana 46320

3. RECORDING. The parties agree that this Agreement shall be recorded in the Office of the Recorder of Lake County, Indiana.

4. GOVERNING LAW. This Agreement shall be governed and enforced in accordance with the laws of the State of Indiana.

5. BINDING EFFECT. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. ASSIGNMENT. This Agreement may not be assigned by Grantee without the prior written consent and approval of Grantor, which consent and approval may be withheld for any or no reason.

7. **ENTIRE AGREEMENT.** This Agreement contains all of the terms and provisions of the agreement and understanding between the parties with respect to the subject matter hereof, and cannot be modified or amended unless done in writing signed by both parties.

8. **TRUSTEE'S CAPACITY.** 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; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Calumet National Bank 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 liabilities on Calumet National Bank, 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. Calumet National Bank, personally is not a "Transferor" 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 its instrument.

Dated this 29th day of March, 1996.

GRANTOR:


Betty G. Baltensberger-Buist

GRANTEE:

CALUMET NATIONAL BANK, as Trustee of
Trust No. P-3790

By: Sheilia Hayden, TO

Printed Name: Sheilia Hayden

Title: Trust Officer

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shelia Hayden, the Trust Officer of CALUMET NATIONAL BANK, who acknowledged the execution of the foregoing instrument for and on behalf of Grantee, and who, having been duly sworn, stated the representations therein contained are true.

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



Roberta L. Martinez
Notary Public

Printed Name: Roberta L. Martinez

My Commission Expires:

5.19.97

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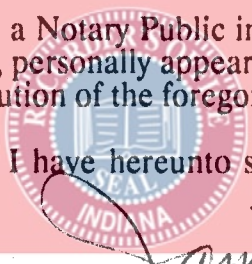
County of Residence:

Lake

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of April, 1996, personally appeared HETTY G. BALTENSBERGER BUIST, and acknowledged the execution of the foregoing instrument.

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



Janice L. Maddox
Notary Public

Printed Name: Janice L. Maddox

My Commission Expires:

January 13, 1998

County of Residence:

Lake

This Instrument prepared by Glenn R. Patterson, Esq., Singleton, Crist, Patterson & Austgen, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321