

FILED

FEB 22 2000

2000 011861

2000 FEB 22 11 00 50

PETER BENJAMIN
LAKE COUNTY AUDITOR

CROSS EASEMENT AGREEMENT

This Cross Easement Agreement made and entered into this 8th day of February, 2000 by and between **CHRIS T. PAVLOU** of Crown Point, Lake County, Indiana, ("Pavlou") and **PEOPLES BANK SB, as Trustee under the terms of a Trust Agreement dated March 22, 1994, and known as Trust No. 10122** (the "Trust") and as party of the second part.

WHEREAS, Pavlou is the owner of a certain piece of property located at 6996 Broadway, Merrillville, Lake County, Indiana, and more particularly described, to wit:

Part of Lot 1 in Section 16, Township 35 North, Range 8 West of the 2nd P.M.: Commencing 894.2 feet South of the Northeast corner of said Section, and running thence South along the East line of said Section, 69 feet; thence West parallel with the North line of said Section 632.35 feet, more or less, to the East line of the West 42 rods of said Lot; thence North along the East line of the West 42 rods of said Lot, 69 feet; thence East parallel with the North line of said Section, 632.50 feet, to the point of beginning in Lake County, Indiana (the "Pavlou Parcel");

WHEREAS, Trust is the owner of a certain piece of property located at 6994 Broadway, Merrillville, Lake County, Indiana, and more particularly described, to wit:

Part of Lot 1 of 40 acre Lots in Section 16, Township 35 North, Range 8 west of the 2nd P.M., described as: Commencing 825.2 feet South of the Northeast corner of said Section 16 and running thence South 69 feet, thence West 632.50 feet, more or less, to the East line of the lands conveyed to Joseph B. Franz and Helen Franz, his wife by Deed recorded in the Recorder's Office of Lake County, Indiana, in Deed Record 211 page 400; thence North along said East line 69 feet, thence East 632.65 feet, more or less, to the place of beginning in Lake County, Indiana (the "Trust Parcel"),

AND, WHEREAS, the two Parcels are contiguous and adjacent to another and were formerly owned by a common party; and,

WHEREAS, it is the desire of Pavlou and the Trust to share a certain common element between the two parcels herein.

NOW THEREFORE in consideration of the foregoing, Pavlou does hereby grant unto the Trust, and the Trust does hereby grant unto Pavlou, an easement upon and over the driveways and paved parking areas of the Pavlou Parcel and the Trust Parcel. The Trust does hereby accept the easement granted to it by Pavlou. Pavlou does hereby accept the easement granted to it by the Trust. The easement granted hereby is reciprocal in nature. The easements hereby granted to Pavlou and the Trust shall inure to the benefit of each party's successors, assigns, grantees, and other persons having a lawful purposes in gaining access to and

MAIL THIS TO:
LANMARK REAL ESTATE
619 RIDGE ROAD
MUNSTER IN.
46321 ↑

16.00
EP
CS

1251

using either the Pavlou Parcel or the Trust Parcel, which are the dominant estates to be served and benefited hereby and for the purpose of obtaining access to and from such adjoining parcel or parcels of real estate. Such right of access shall be for the purpose of accommodating both vehicular and non vehicular or pedestrian traffic, and shall be a non-exclusive right and easement that shall run with the title to the land to the owner of the dominant estate, and all licensees, tenants, invitees or visitors thereof.

IN WITNESS WHEREOF, the said **CHRIS T. PAVLOU** and **PEOPLES BANK SB**, as Trustee under the terms of a Trust Agreement dated March 22, 1994, and known as Trust No. 10122 have caused this Cross Easement Agreement to be executed as of the date set opposite their respective signatures signed by its Trustee, and its corporate seal to be hereunto affixed this 8th day of February, 2000.

February 8, 2000


CHRIS T. PAVLOU

February _____, 2000

PEOPLES BANK SB, as Trustee under the terms of a Trust Agreement dated March 22, 1994, and known as Trust No. 10122

By: See Attached

Name:

Title:

ATTEST:

Name:

Title:

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, CHRIS T. PAVLOU, personally known to me to be the same person whose name is subscribed to the foregoing Instrument and personally known to me, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of February, 2000.

Signed: _____

(Notary Public)

My Commission Expires: 1-14-2008
My County of Residence: LAKE

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, and personally known to me to be the Trustee under that written agreement dated March 22, 1994, and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary acts, for the uses and purposes therein set forth, as Trustee of said Trust, and that said Instrument was signed and delivered in the name and on behalf of said Trust by the authority granted pursuant to the terms of said written Trust Agreement.

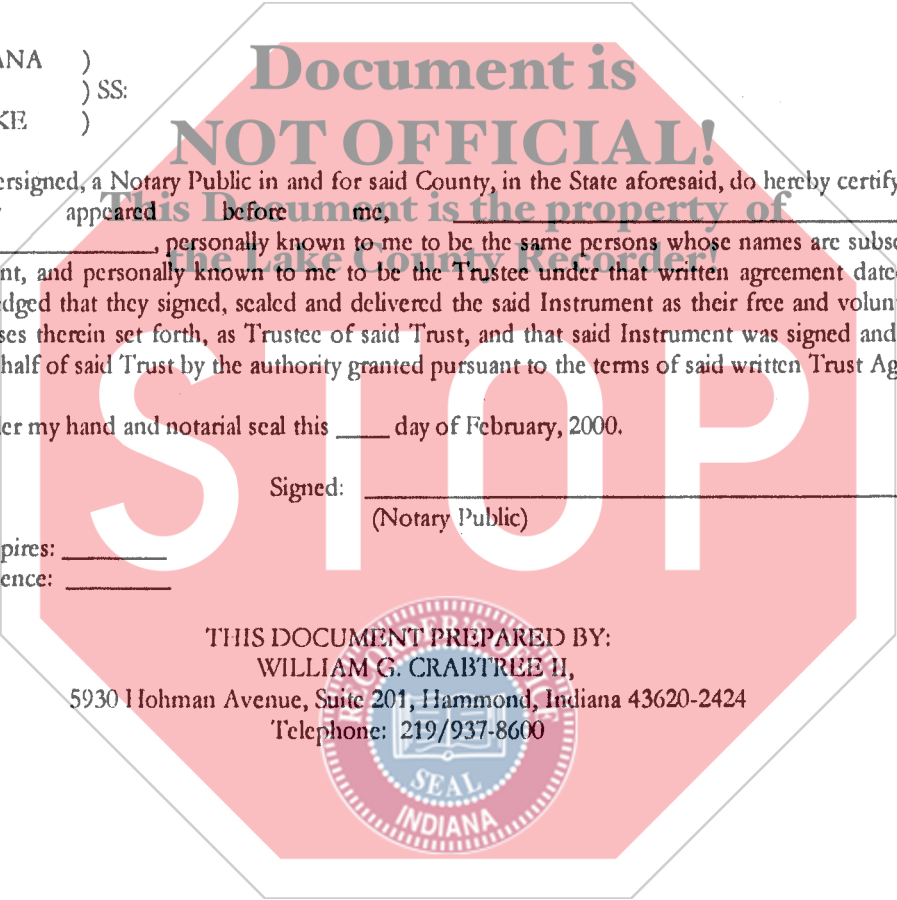
Given under my hand and notarial seal this ____ day of February, 2000.

Signed: _____

(Notary Public)

My Commission Expires: _____
My County of Residence: _____

THIS DOCUMENT PREPARED BY:
WILLIAM G. CRABTREE II,
5930 Hohman Avenue, Suite 201, Hammond, Indiana 43620-2424
Telephone: 219/937-8600



Attachment to Cross Easement Agreement for Land Trust #10122.

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 22nd day of March A.D. 1994, creating Trust No. 10122; 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 and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank 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 Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby 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 will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally, is not a "Transferor" or "Transferee" under RPTL 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. IN WITNESS WHEREOF, Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank has caused its name to be signed to these presents by its Senior Vice-President and Trust Officer and attested by its Administrative Secretary the day and year first above written.

Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as Trustee aforesaid and not personally,

By: [Signature]
Jon E. DeGuilio
Senior Vice-President and Trust Officer

ATTEST
By: [Signature]
Janine K. Mahala
Administrative Secretary

State of Indiana)

) SS:

County of Lake)

I, Joyce M. Barr a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Jon E. DeGuilio and Janine K. Mahala of PEOPLES BANK SB an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice-President and Trust Officer and Administrative 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 acts, and as the free and voluntary act of the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of February, 2000.
My Commission Expires:
03/18/08

[Signature]
Notary Public Signature - Joyce M. Barr
Resident of Lake County.