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RETURN TO: GLENN R. PATTERSON, ESQ.
ANDERSON & TAUBER, P.C.
9211 BROADWAY
MERRILLVILLE, IN 46410

**NOTICE OF RESCISSION OF THE
FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS AND
RESTRICTIONS OF BRIDGEWOOD SUBDIVISION**

This Notice is made this day by ~~MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED FEBRUARY 2, 1994, AND KNOWN AS TRUST NO. P-5859~~ (the "Declarant").

WITNESSETH:

WHEREAS, Declarant did cause the Declaration Of Covenants And Restrictions Of Bridgewood Subdivision to be recorded on October 23, 1996, as Document No. 96070806, in the Office of the Recorder of Lake County, Indiana (the "Original Declaration"); and

WHEREAS, Declarant did cause the First Amended And Restated Declaration Of Covenants And Restrictions Of Bridgewood Subdivision to be recorded on July 2, 1998, as Document No. 98049977, in the Office of the Recorder of Lake County, Indiana (the "Amended Declaration"); and

WHEREAS, all of the owners of the Property (as defined in the Original Declaration) at the time of the recording of the Amended Declaration have failed or refused to consent to and approve the terms and provisions of the Amended Declaration, such owners being, specifically, the owners of Lots 7, 36, and 59.

NOW, THEREFORE, Declarant hereby declares and gives notice that the Amended Declaration is hereby rescinded in the same manner and to the same extent as if the Amended Declaration had not been executed and recorded to the end that hereafter (1) the Amended Declaration shall be null and void and of no legal or equitable force or effect, and (2) the Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied solely in accordance with the terms and provisions of the Original Declaration.

[SEE ATTACHED SIGNATURE PAGE]

FEB 22 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

This instrument prepared by Glenn R. Patterson, Esq., Anderson & Tauber, P.C., 9211 Broadway, Merrillville, Indiana 46410

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THIS NOTICE OF RECISSION OF THE FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF BRIDGEWOOD SUBDIVISION is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 1st day of February, 1994, creating Trust #5859; 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 Trust Officer and its corporate seal hereunto affixed and attested by its Trust Officer the day and year first above written.

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

BY: Mary Ann Zembala
Mary Ann Zembala, Trust Officer

ATTEST:

Kathryn Q. Dickason
Kathryn Q. Dickason, Trust Officer

STATE OF INDIANA)

COUNTY OF LAKE)

Before me, a Notary Public in and for said County in the State aforesaid, Mary Ann Zembala and Kathryn Q. Dickason 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 Trust Officer and Trust Officer respectively, appeared 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 Kathryn Q. Dickason did also then and there acknowledge that he/she 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/her 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 1st day of February, 2000.

Jannett L. Gibson
Notary Public

JANNETT L. GIBSON
My Commission Expires: Apr. 29, 2000
County of Residence: LAKE

Resident of Lake County