

STATE OF INDIANA
LAKE COUNTY
FILED
2000 AUG 10 AM 8:41
NOTARY PUBLIC CENTER
REC'D

2000 056035

Record & Return to: ROBERT L. MEINZER, JR., P. O. Box 111, St. John, IN 46373

MEMORANDUM OF CONTRACT

BE IT HEREBY KNOWN that LAKE COUNTY TRUST COMPANY, a Corporation of Indiana, as Trustee under the Provisions of A Trust Agreement dated March 10, 1986 known as Trust No. 3582,, as Seller, and CHRISTOPHER J. KELLEHER, as Buyer, did on the 4th day of August, 2000 enter into a Contract for Conditional Sale of Real Estate for the following described real estate in Lake County, State of Indiana, to-wit:

Parcel 1: A part of Government Lot 2 in the Northwest Quarter of Section 35, Township 34 North, Range 9 West of the Second Principal Meridian, Cedar Lake, described as: Beginning at the Southeast corner of said Government Lot 2, which is at the intersection of the center line of roads and marked by a nail; thence Northerly on the East line of Government Lot 2 a distance of 103.98 feet; thence Westerly in a straight line through the center of at two story wall 238.71 feet to a point that is 102.41 feet North of the South line of said Government Lot 2; thence Southerly on a line that is parallel to and 238.71 feet West of the East line of said Government Lot 2, measured along said South line, a distance of 102.41 feet to the South line of said Government Lot 2; thence Easterly along said South line 238.71 feet to the place of beginning, in Lake County, Indiana.

LAKE COUNTY TRUST COMPANY, a Corporation of Indiana, as Trustee under the Provisions of a Trust Agreement dated March 10, 1986 known as Trust No. 3582

SEE SIGNATURE PAGE ATTACHED
SELLER

Christopher J. Kelleher
CHRISTOPHER J. KELLEHER, BUYER

The undersigned, a Notary Public, in and for the State of Indiana, and the County of Lake, do hereby certify that CHRISTOPHER J. KELLEHER, appeared before me this day in person and acknowledge that he signed and delivered the aforesaid instrument as his free and voluntary act.

Given under my hand and Notarial Seal this 4 day of August, 2000.

My Commission Expires 1/6/2008
County of Residence LAKE

Nina J. Lacy
NOTARY PUBLIC
NINA J. LACY
(Printed Signature)

PREPARED BY:

ROBERT L. MEINZER, JR. #9132-45, Attorney at Law
9190 Wicker Avenue, P. O. Box 111, St. John, IN 46373
(219) 365-4321; FAX: 365-9510

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Seller while in form purporting to be the representations, covenants, undertakings and agreements of the Seller are nevertheless each and every one of them made and intended not as personal representations covenants, undertakings and agreements by the Seller or for the purpose or with the intention of binding said Seller personally but are made and intended for the purpose of binding the trust property, and this contract is executed and delivered by said Seller 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 the LAKE COUNTY TRUST COMPANY or any of the beneficiaries under said Trust Agreement because of this Contract or as a result of any representation, covenant, undertaking or agreement of the said Seller in this contract contained, either express or implied, all such personal liability, if any, being expressly waived and released by the Purchaser herein and by all persons claiming by, through or under said Purchaser.

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 or Transferee" 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 of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Seller while in form purporting to be the representations, covenants, undertakings and agreements of the Seller are nevertheless each and every one of them made and intended not as personal representations covenants, undertakings and agreements by the Seller or for the purpose or with the intention of binding said Seller personally but are made and intended for the purpose of binding the trust property, and this contract is executed and delivered by said Seller 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 the LAKE COUNTY TRUST COMPANY or any of the beneficiaries under said Trust Agreement because of this Contract or as a result of any representation, covenant, undertaking or agreement of the said Seller in this contract contained, either express or implied, all such personal liability, if any, being expressly waived and released by the Purchaser herein and by all persons claiming by, through or under said Purchaser.

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 or Transferee" 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 of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

