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MEMORANDUM OF CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

An agreement was entered into this 15th day of September, 2000 by and between Lake County Trust Company or Trustee under Trust No. 4471 (hereinafter referred to as "Seller") and Bruce A. Irwin and Barbara M. Irwin (hereinafter referred to as "Buyer"), for the purchase of the following described real estate located in Lake County, Indiana:

See attached sheet for legal description

This contract is an installment contract providing for payments over a period of three (3) years, and Buyer is further obligated to pay all property taxes and assessments.

In witness whereof, Seller and Buyer have executed this Memorandum this ___ day of September, 2000.

BUYERS:

Bruce A. Irwin

Bruce A. Irwin

Barbara M. Irwin

Barbara M. Irwin

SELLERS:

Lake County Trust Company as Trustee under Trust No. 4471

See attached signature page



2000 OCT 17 07:54:50

2000 OCT 17 PM 12:50

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

FILED

OCT 17 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

01279

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7449

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.

(Page 1 of 2 pages of Trustee's Signature Page)

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer and attested by its Assistant Secretary this 15th day of September, 2000.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated September 21, 1993, and known as Trust No. 4471.

By: Christopher Fox
Christopher Fox, Assistant Trust Officer
the Lake County Recorder!

ATTEST:

By: Hesta Payo
Hesta Payo, Assistant Secretary

STATE OF INDIANA)

)SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 15th day of September, 2000.

Laura T. Kleven
Laura T. Kleven, Notary Public

My Commission Expires: 05-08-08

Resident Lake County, Indiana

(Page 2 of 2 pages of Trustee's Signature Pages)

FILE NO. 00-9120

LEGAL DESCRIPTION

PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE 2ND P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER THEREOF, THENCE SOUTH 00 DEGREES 48 MINUTES 16 SECONDS EAST ALONG THE WEST LINE THEREOF 661.20 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 52 MINUTES 10 SECONDS EAST 1340.94 FEET; THENCE SOUTH 00 DEGREES 45 MINUTES 11 SECONDS EAST 661.60 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 THENCE SOUTH 89 DEGREES 53 MINUTES 12 SECONDS WEST ALONG SAID SOUTH LINE 1340.35 FEET TO THE WEST LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4, THENCE NORTH 00 DEGREES 48 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE 661.20 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

