

Chicago Tide Insurance Company

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2000 SEP 15 PM 1: 58
MORRIS W. CARTER
RECORDER

2000 067632

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Memorandum of Land Contract

Know All Men By These Presents:

A Land Contract was executed September 7th, 2000, by Lake County Trust #5123, dated 8/24/99 ("Buyer") and Simon Olivarez and Thomas Olivarez ("Sellers") for the following described real estate in Lake County, Indiana:

Lot 40, Block 64, Gary Land Company's First Subdivision, Gary, Lake County, Indiana, identified as key number 44-64-42 and commonly known as 415 E. 6th Avenue and 600 Maryland Street, Gary, Indiana, all upon the covenants, terms and conditions set forth in said Land Contract which contain restrictions on the lease of the real estate.

IN WITNESS WHEREOF, Vendor and Purchaser have executed this agreement on the 7th day of September, 2000.

Sellers:

Simon Olivarez
Simon Olivarez

Buyer:

Lake County Trust #5123, dated 8/24/99
SEE SIGNATURE PAGE ATTACHED
Clovis R. Middleborn
By: Clovis Middleborn, Agent

Simon Olivarez
Thomas Olivarez, by Simon Olivarez, Attorney in Fact, pursuant to a Power of Attorney dated August 19, 2000

This Memorandum is being re-recorded to add the (Buyer) Trust signature.

STATE OF INDIANA
COUNTY OF LAKE

SS:

OCT 20 2000
PETER BENJAMIN
LAKE COUNTY AUDITOR

Before me, a Notary Public in and for said County and State, personally appeared Simon Olivarez, individually and a attorney in fact for Thomas Olivarez, by Simon Olivarez, Attorney in Fact, pursuant to a Power of Attorney dated August 19, 2000, and Clovis Middleborn as agent for Lake County Trust #5123, dated 8/24/99, who acknowledged execution of the foregoing document.

My Commission Expires: 2-4-07
County of Residence: LAKE

William I. Fine
WILLIAM I. FINE Notary Public

This Instrument was prepared by William I. Fine, 2833 Lincoln Street, Highland, Indiana

CTIC Has made an accomodation record the instrument. We Have made no examination of the instrument or the land affected.

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9.00 CT.
ES.
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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.

(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 Trust Officer and attested by its Assistant Secretary this 13th day of October, 2000.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated August 24, 1999, and known as Trust No. 5123.

Document is
NOT OFFICIAL!
By: Elaine M. Sievers
Elaine M. Sievers, Trust Officer
of
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 13th day of October, 2000.



Tina Brakley
Tina Brakley, Notary Public

My Commission Expires: 12-26-07

Resident Lake County, Indiana