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STATE OF INDIANA
LAKE COUNTY
FILED RECORDS

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STATE OF INDIANA)

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COUNTY OF LAKE)

) ss

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Notary Public
Mickie Smith

AFFIDAVIT AND NOTICE OF ENCROACHMENT

CTIC 0201105540M

Lake County Trust Company as Trustee of Trust No. 5963, dated June 4, 2008 ("Owner") hereby notifies all persons that:

1. Owner is the owner of that real property legally identified as The South Half of the North Half of the Southeast Quarter of Section 8, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, Key No. 5-6-6-13, Parcel No. 45-15-08-401-004.000-013 (the "Property");

2. The adjacent property immediately to the north of the Property which is currently titled to Timothy Einspahr and legally identified as the Southeasterly Corner of the South Half of the North Half of the North Half of the Southeast Quarter of Section 8, Township 34 North, Range 9 West of the Second Principal Meridian, all in Lake County, Indiana, Parcel No. 45-15-08-426-003.000-013 (the "Adjacent Property") has a fence that encroaches upon the Property (the "Encroachment").

3. The Encroachment has been undertaken without the permission or agreement of Owner and Owner has not accepted the Encroachment as establishing the property line of the Property.

4. Owner makes this affidavit to put all persons on notice that the Encroachment is not authorized and the property line is not identified by the Encroachment and anyone taking title to the Adjacent Property does so knowing that it shall not acquire title to the those portions of the Property which are between the fence line and the property line.

FURTHER AFFIANT SAYETH NOT

Lake County Trust Company as Trustee of
Trust No. 5963, dated June 4, 2008

SEE SIGNATURE PAGE ATTACHED

By:



SUBSCRIBED AND SWORN TO
Before me this ___ day of April, 2011

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jackie Smith

Notary Public

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APR 29 2011

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

STATE OF INDIANA
LAKE COUNTY
FILED RECORDS

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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 warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee 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 LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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 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.

The information contained in this instrument has been furnished the undersigned by the 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.

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

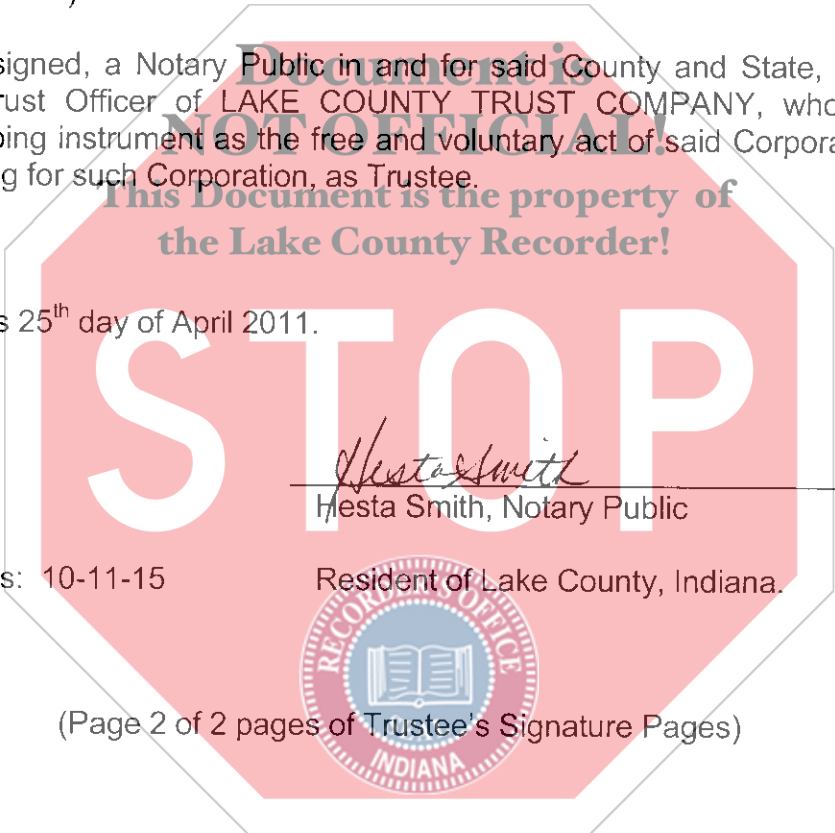
IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 25th day of April 2011.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated June 4, 2008 and known as Trust No. 5963.

By: Elaine M. Sievers
Elaine M. Sievers, Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elaine M. Sievers, Trust Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.



WITNESS my hand this 25th day of April 2011.

Hesta Smith
Hesta Smith, Notary Public

My Commission Expires: 10-11-15

Resident of Lake County, Indiana.

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