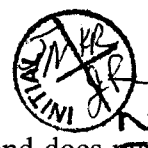


13

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between Lake County Trust No. 5661 (hereinafter called "Seller") and James Richardson (hereinafter called "Buyer"), and Kerry L. Richardson

WITNESSETH:



Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate (including any improvement or improvements now or hereafter located on it) in Lake County, Indiana, being hereinafter called the "Real Estate":

Common Address: 7103 Alexander Avenue, Hammond, Indiana 46323

Legal Description: Pt. SE SW '70x126.45 Ft.' S.9 T.36 R.9 .20 A. 20 Ft. in 171st St.
(See attached for complete legal description)

11 072975

upon the following covenants, terms and conditions:

Section 1. Purchase Price and Manner of Payment.

1.01. **Purchase Price.** As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of Forty-Seven Thousand Five Hundred and 00/100 Dollars (\$47,500.00).

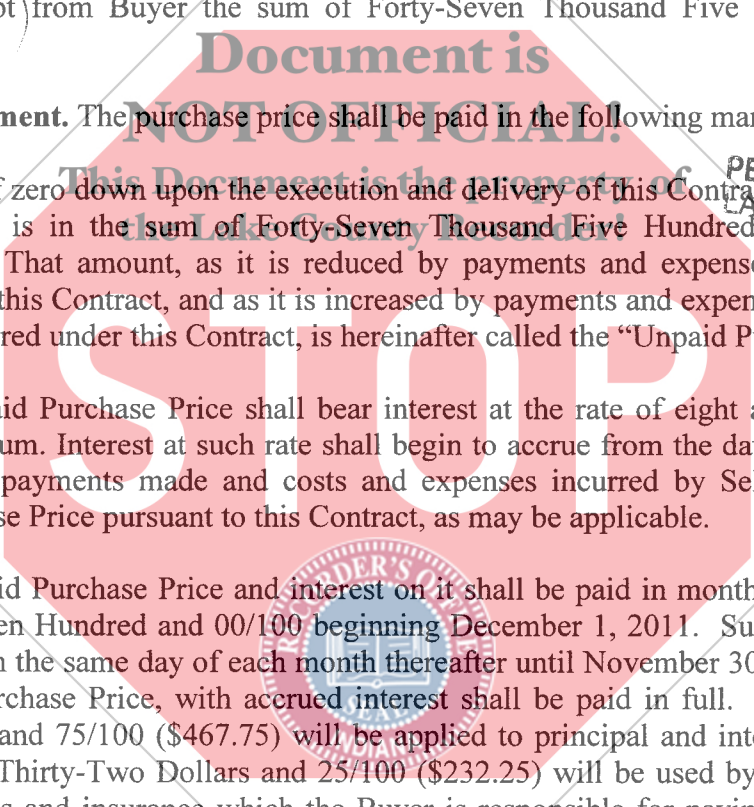
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1.02. **Manner of Payment.** The purchase price shall be paid in the following manner:

(a.) The sum of zero down upon the execution and delivery of this Contract. The purchase price is in the sum of Forty-Seven Thousand Five Hundred and 00/100 (\$47,500.00). That amount, as it is reduced by payments and expenses of Buyer properly credited under this Contract, and as it is increased by payments and expenses of Seller properly made and incurred under this Contract, is hereinafter called the "Unpaid Purchase Price".

(b.) The Unpaid Purchase Price shall bear interest at the rate of eight and one-half per cent (8.5%) per annum. Interest at such rate shall begin to accrue from the date of this Contract, or from the date payments made and costs and expenses incurred by Seller are added to the Unpaid Purchase Price pursuant to this Contract, as may be applicable.

(c.) The Unpaid Purchase Price and interest on it shall be paid in monthly installments in the amount of Seven Hundred and 00/100 beginning December 1, 2011. Subsequent installments shall be paid on the same day of each month thereafter until November 30, 2013, at which time the Unpaid Purchase Price, with accrued interest shall be paid in full. Four Hundred Sixty-Seven Dollars and 75/100 (\$467.75) will be applied to principal and interest. The remaining Two Hundred Thirty-Two Dollars and 25/100 (\$232.25) will be used by the Seller to pay for real estate taxes and insurance which the Buyer is responsible for paying. At the end of the year, any overpayment by Buyer for real estate taxes and insurance will be applied to the outstanding principal. If there is a shortfall, Buyer will pay in full the amount of the shortfall to the Seller.



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(d.) Buyer shall have a grace period of seven (7) days from the due date of any installment required under this Contract within which to pay such installment. If such installment is not actually received by Seller within the grace period, then a late charge in a sum equal to five per cent (5%) of such installment shall accrue and be immediately due and payable.

(e.) Each installment received by Seller shall be applied: first to accrued late charges, then to interest accrued to the due date of such installment, and then to the reduction of the Unpaid Purchase Price. Interest shall be computed monthly.

(f.) Each payment under this contract shall be sent to Seller at the following address:

P.O. Box 11374
Merrillville, IN 46410

or at such other address as Seller shall designate in writing.

Section 2. Prepayment of Purchase Price.

2.01 Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the Unpaid Purchase Price.

Section 3. Taxes, Assessments, Insurance, and Condemnation.

3.01. **Taxes.** Buyer agrees to assume and pay the taxes on the Real Estate as of the date of the commencement of this Contract. Buyer will be responsible for all taxes thereafter. Buyer, upon written notice to Seller, and at Buyer's expense, may contest on behalf of the parties any changes in the assessed value of the Real Estate.

3.02 **Assessments.** Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Contract, are commenced, assessed or charged to the Real Estate, Seller agrees to pay any other assessments or charges, to and including the date of this Contract.

3.03 **Penalties.** The parties hereto agree to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges, for which they are responsible under this Section.

3.04 **Insurance.** At all times during the period of this Contract, Seller shall, at Buyer's expense: (a) keep the improvements located upon the Real Estate insured under fire, flood (if the property is not located within an area designated as a Class C zone by the Federal Emergency Management Agency and/or its successors in duties with regards to flood risk maps and zones) and extended coverage policies in an amount not less than Five Hundred Thousand Dollars (\$500,000.00), and (b) obtain standard liability insurance with coverages in amounts not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Such policies of insurance shall be issued in the name of Seller and Buyer, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without at

least ten (10) days prior written notice to Seller which shall be copied to Seller's counsel. Seller shall provide Buyer with such proof of insurance coverage as Buyer from time to time shall reasonably request. Except as otherwise agreed in writing, any insurance proceeds received as payment for any loss of, or damage to, the Real Estate covered by such insurance, shall, at the sole discretion of Buyer, be applied to restoration and repair of the loss or damage or be retained by Buyer, or any combination thereof. Buyer shall be responsible for the entire cost of the insurance.

3.05. Rights of Parties to Perform Other's Covenants

(a) If one of the parties hereto (hereinafter called "Responsible Party") fails to perform any act or to make any payment required by this Section 3, the other party (hereinafter called "Nonresponsible Party") shall have the right at any time and without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of the Nonresponsible Party to perform any act or to make any payment required of the Responsible Party under the terms of this Contract.

(b) The exercise of such right by a Nonresponsible Party shall not constitute a release of any obligation on the part of the Responsible Party under this Section, or a waiver of any remedy available under this Contract; nor shall such exercise constitute an estoppel to the exercise by a Nonresponsible Party of any right or remedy of his for a subsequent failure by the Responsible Party to perform any act or make any payment required by him under this Section.

(c) Payments made and all costs and expenses incurred by a Nonresponsible Party in connection with the exercise of such right shall, at this option, either (i) be paid to him by the Responsible Party within thirty (30) days after written demand therefor; or (ii) on the date the next installment payment is due under this Contract, following written notice, be added to the Unpaid Purchase Price, if Buyer is the Responsible Party, or applied to reduce the Unpaid Purchase Price, if Seller is the Responsible Party.

(d) In the event a Nonresponsible Party makes any such payments or incurs any such costs and expenses, the amount thereof shall bear interest at the rate provided under Section 1 of this Contract, from the respective dates of making the same, until paid in full, or to the date such amounts are added to, or applied against, the Unpaid Purchase Price.

3.06 Condemnation. From the date hereof, Buyer shall assume all risk of loss or damage by reason of condemnation or taking of all or any part of the Real Estate for public or quasi-public purposes, and no such taking shall constitute a failure of consideration or cause for rescission of this Contract by Buyer. Should all or any part of the Real Estate be condemned and sold by court order, or sold under the threat of condemnation to any public or quasi-public body, the net amount received for the damage portion shall be retained by Buyer, and the net amount received for the Real Estate value shall be paid to Seller and applied as a reduction of the Unpaid Purchase Price. The authority and responsibility for negotiation, settlement, or suit shall be Buyer's. If Buyer incurs expenses for appraisers, attorneys, accountants or other professional advisers, whether with or without suit, such expenses and any other applicable costs shall be deducted from the total proceeds to calculate the "net amount" and shall be allocated proportionately between the amount determined as damages and the amount determined for value of the Real Estate. If no determination is made of separate amounts for damages and Real Estate value, then the net amount shall be divided equally between Buyer and Seller, with Seller's amount to

be applied as a reduction of the Unpaid Purchase Price. In no event shall such a condemnation award or other form of damages received by Seller under this subsection be considered to trigger any prepayment penalty under Section 2.01 of this Contract.

Section 4. Possession.

4.01. **Delivery of Possession.** Seller shall deliver to Buyer full and complete possession of the Real Estate on the date of the execution of this Contract.

Section 5. Evidence of Title.

5.01. If Buyer is not in default under this Contract, Seller will furnish Buyer an Owner's title insurance policy disclosing marketable title to the Real Estate thirty (30) days prior to the date the final payment is due under this Contract.

5.02 **Title Insurance.** A title insurance policy furnished under this Contract shall be in the amount of the purchase price and shall be issued by an insurer satisfactory to Buyer.

5.03 **Additional Title Evidence.** Any additional title evidence shall be at the expense of Buyer.

5.04 **Conveyance of Title.** Seller covenants and agrees that upon the payments of all sums due under this Contract and the prompt and full performance by Buyer of all covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyer, by Warranty Deed, the above described Real Estate, subject to restrictions and easements of record as of the date of this Contract and all taxes and assessments which are Buyer's obligations.

Section 6. Seller's Right to Mortgage the Real Estate.

6.01 **Mortgage Loan/Encumbrances Prohibited.** Seller may not mortgage or otherwise allow any encumbrances on the property following execution of this Contract. Further, any encumbrances or liens existing before or following the execution of this agreement, not otherwise satisfied, shall be borne by Seller.

Section 7. Assignment of Contract or Sale of Interest in Real Estate.

7.01 **Assignment or Sale.** Buyer may not sell or assign this Contract, Buyer's interest therein or Buyer's interest in the Real Estate, without the prior written consent of Seller. Seller may consent, or not consent as the case may be, to such assignment as it may determine in its sole discretion.

7.02 **Notice of Assignment or Sale.** If Buyer wishes to assign Buyer's interest in this Contract or sell Buyer's interest in the Real Estate, Seller shall be furnished in writing a notice containing the full name, address, place of employment, telephone number of the prospective assignee or purchaser from Buyer, as well as a financial statement showing their assets, liabilities and income and expenses. Within thirty (30) days of such notice, Seller shall either approve or disapprove in writing the assignment or sale based solely on the criteria herein, and if disapproved, specify the reason or reasons for such disapproval. If Seller fails to act within thirty (30) days after such notice, Seller's approval shall be deemed conclusively given for all purposes.

7.03 **Liability.** No assignment or sale shall operate to relieve either party from liability hereon unless specifically agreed to therein..

Section 8. Use of the Real Estate by Buyer; Seller’s Right to Inspection.

8.01 **Use.** The Real Estate may be leased or occupied by persons other than Buyer, without the written consent of the Seller.

8.02 **Improvements.** Buyer may not materially alter, change, or remove any improvements now or hereafter located on the Real Estate, or make any additional improvements, only with prior written consent of Seller, which consent shall not be unreasonably withheld. Buyer shall not create, or allow any mechanics, laborers, materialmen, or other creditors of Buyer or an assignee of Buyer to obtain, a lien or attachment against Seller’s interest herein. Buyer agrees that the Real Estate and any improvements thereon are, as of the date of this Contract, in good condition, order, and repair, and Buyer shall, at his own expense, maintain the Real Estate and any improvements in good order and repair as they are in on the date of this Contract, ordinary wear and tear and acts of God, or public authorities excepted. Buyer shall not commit waste on the Real Estate, and, with respect to occupancy and use, shall comply with all laws, ordinances and regulations of any governmental authority having jurisdiction thereof.

8.03 **Inspection.** Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

8.04 **Buyer’s Responsibility for Accidents.** Buyer assumes all risk and responsibility for injury or damage to person or property arising from Buyer’s use and control of the Real Estate and any improvements thereon.

Section 9. Seller’s Representations, Warranties, and Covenants.

9.01 **Transaction Not a Breach.** The execution, delivery, or performance by Seller of this Contract and any related agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in a breach of, or constitute a default under, or result in the acceleration of any indebtedness under, or result in the creation or imposition of any Lien or charge under any agreement or instrument to which Seller is a party or by which Seller may be bound or to which the Business or the Purchased Assets may be subject, nor do such actions violate any statute, law, rule, or regulation or any order, writ, injunction, or decree of any court of governmental entity binding upon or affecting Seller, the Business, or the Purchased Assets.

9.02 **Title To and Transfer of Purchased Assets.** Buyer will receive from Seller at the completion of this Contract, good and valid title to the Real Property free and clear of any liabilities, obligations, lines, encumbrances, or other restrictions.

Section 10. Buyer’s Default and Seller’s Remedies.

10.01 **Time.** Time is of the essence of this Contract.

10.02 **Buyer’s Default.** Upon the occurrence of any Event of Default, as hereinafter defined, Seller shall have the right to pursue immediately any remedy available under this Contract as may be necessary or appropriate to protect Seller’s interest under this Contract and in the Real Estate.

10.03 **Event of Default.** The following shall each constitute an Event of Default for purposes of this Contract:

(a) Failure by Buyer for a period of ten (10) days to pay any payment required to be made by Buyer to Seller under this Contract when and as it becomes due and payable.

(b) Lease or encumbrance of the Real Estate or any part thereof by Buyer, other than as expressly permitted by this Contract.

(c) Occurrence of an uninsured loss with respect to the Real Estate or any part thereof.

(d) Institution of insolvency proceedings against Buyer (for this particular section, Buyer also refers to any one person or entity constituting the Buyer if more than one person or entity so constitutes the Buyer), or the adjustment, liquidation, extension or composition or arrangement of debts of Buyer or for any other relief under any insolvency law relating to the relief of debtors; or, Buyer's assignment for the benefit of creditors or admission in writing of Buyer's inability to pay his debts as they become due; or, administration by a receiver or similar officer of any of the Real Estate.

(e) Causing or permitting by Buyer of the making of any levy, seizure or attachment of the Real Estate.

(f) Desertion or abandonment by Buyer of any portion of the Real Estate.

(g) Failure of Buyer to maintain insurance on the property for any length of time following commencement of this Contract.

(h) Failure of Buyer to pay any or all utility bills on the property for a period thirty (30) days after such utility debts become due.

(i) Failure by Buyer, for a period of thirty (30) days after written notice is given to Buyer, to perform or observe any other covenant or term of this Contract.

(j) Failure by Buyer to, on or before the applicable deadline, pay any and all taxes, assessments, or other charges assessed against the real estate of the nature and character contemplated by §§3.01 and 3.02, *supra*.

(k) Actual or threatened alternation, demolition, waste or removal of any improvement now or hereafter located on the Real Estate, except as permitted by this Contract.

10.04 **Seller's Remedies.**

(a) Upon the occurrence of an Event of Default, Seller shall have the immediate right to exercise any legal or equitable rights it may have as a result of such Default, which include, but is not limited to Seller's ability to declare this Contract forfeited and terminate, and upon such declaration, all right, title, and interest of Buyer in and to the Real Estate shall immediately cease and Buyer shall then be considered as a tenant at sufferance and Seller shall be entitled to re-enter and take immediate possession of the Real Estate and to eject Buyer and all persons

claiming under him if such can be done peaceably, such as in the event of abandonment, however Seller, shall not be otherwise permitted to exercise any self-help remedy. Further, Seller shall have the right to institute legal action to have this Contract forfeited and terminated and to recover from Buyer all or any of the following: (a) possession of the Real Estate; (b) any payment due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Real Estate is recovered; (c) pre-judgment interest on the Unpaid Purchase Price from the last date to which interest was paid through the date of possession is recovered by Seller or a final judgment is entered; (d) any unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this Contract; (e) premiums due and unpaid for insurance which Buyer is obligated to provide under this Contract; (f) the reasonable cost of repair of any physical damage or waste, regardless of the cause or source unless committed by Seller; and (g) any other amounts which Buyer is obligated to pay under this Contract,

(b) Notwithstanding §10.04(a), in the event that Buyer has substantial equity in the Real Estate when an Event of Default occurs, then this Contract shall be considered the same as a promissory note secured by a real estate mortgage, and Seller's remedy shall be that of foreclosure in the same manner that real estate mortgages are foreclosed under Indiana law. The parties agree that after buyer has paid Fifteen Thousand (\$15,000) toward the principal amount of the purchase price, less any and all late charges, accrued interest, or other items paid on behalf of Buyer by Seller that remain unpaid, then Buyer shall have substantial equity in the Real Estate.

(c) Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may institute legal action to recover same. When all of such sums are paid to Seller, Seller shall convey or cause to be conveyed to Buyer, by Warranty Deed, the Real Estate subject to restrictions and easement of record as of the date of this Contract and all taxes and assessments which are Buyer's obligation.

10.05 Seller's Additional Remedies. In addition to the remedies set forth above, upon the occurrence of an Event of Default, Seller shall be entitled to, without prejudice to any other rights Seller may have or enjoy, the following:

(a) Retain, without prejudice to his right to recover any other sums from Buyer, or to have any other remedy under this Contract, as an agreed payment for Buyer's use of the Real Estate prior to the Event of Default, all payments made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations pursuant to this Contract.

(b) Request that a receiver be appointed over the Real Estate and business in accordance with Indiana law providing for real estate mortgage foreclosures.

(c) Enforce any right without relief from valuation or appraisal laws.

Section 11. Seller's Default and Buyer's Remedies

11.01 Buyer's Right to Specific Performance. If Seller fails to convey the Real Estate as required by this Contract, Buyer may institute legal action against Seller for specific performance, in which case Seller hereby acknowledges that an adequate remedy for default in such case does not exist at law; or

Buyer may pursue such other remedy as is available at law or in equity. Seller shall be responsible for all of Buyers costs and attorneys' fees incurred in the enforcement of this Contract.

11.02 Buyer's Other Remedies. If, after seven (7) days notice from Buyer, Seller fails to make any payment required of him under this Contract or to perform or observe any other of his covenants or agreements, Buyer shall be entitled to institute legal action against Seller for such relief as may be available at law or in equity. Nothing in this subsection shall interfere with or affect Buyer's right to any reduction, set-off or credit to which Buyer may be entitled in the event of Seller's failure to pay amounts required of him pursuant to this Contract. Seller shall be responsible for all of Buyers costs and attorneys' fees incurred in the enforcement of this Contract.

Section 12. General Agreements.

12.01 Joint and Several Obligations – Seller. If Seller consists of more than one person, the persons signing this Contract as Seller shall be jointly and severally bound.

12.02 Joint and Several Obligations – Buyer. If Buyer consists of more than one person, the persons signing this Contract as Buyer shall be jointly and severally bound.

12.03 References to Parties. Use of the masculine gender in this Contract shall comprehend, as appropriate, the feminine gender or the neuter gender as well.

12.04 Costs of Enforcement. Each party is entitled to recover his reasonable attorney fees, costs, and expenses incurred by reason of enforcing his rights hereunder, including the expenses of preparing any notice of delinquency, whether or not any legal action is instituted.

12.05 Quality of Title During Contract Period. For purposes of listing the Real Estate for sale by Buyer, Buyer shall be deemed to be the "fee titleholder" as this term is used in the Indiana Real Estate License Laws.

12.06 Non-Waiver. The failure or omission of either party to enforce any of his right or remedies upon any breach of any of the covenants, terms or conditions of this Contract shall not bar or abridge any of his rights or remedies upon any subsequent default.

12.07 Means of Notice. Any notices to be given hereunder shall be in writing and deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope directed to the person to be notified at his last known address and deposited in a United States Post Office mail box, postage prepaid.

12.08 Headings; Context. The headings of the articles and paragraphs contained in this Agreement are for the convenience or reference only and does not form a part hereof and in no way modify, interpret, or construe the meaning of this Agreement.

12.09 Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other.

12.10 **Expenses With Respect to Transaction.** Each party to this Agreement shall pay all fees, costs, and expenses incurred by it in connection with these transactions, including, without limitations, the fees and expenses of its attorneys, accountants, and actuaries.

12.11 **Completeness of Agreement.** This Agreement, and the schedules and exhibits hereto and the other documents referred to or provided for herein represent the entire contract among the parties with respect to the subject matter hereof, and shall not be modified or affected by any offer, proposal, statement, or representation, oral or written, made by or for any party in connection with the negotiation of the terms hereof.

12.12 **Amendment and Waiver.** This Agreement may be amended, or any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding on Purchaser only if such amendment or waiver is set forth in a writing executed by Purchaser, and provided that any such amendment or waiver will be binding upon seller only if such amendment or waiver is set forth in a writing executed by Seller. The wavier of any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.

12.13 **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon, or given any other person, firm, corporation, other than Purchaser and Seller and their respective permitted successors and assignees, any rights or remedies under or by any reason of this Agreements, such third parties specifically including, without limitation, any employees of Seller, unless expressly stated otherwise to create a third-party beneficiary.

12.14 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were amended to the minimum extent necessary to render it valid and fully enforceable under applicable law.

12.15 **Prevailing Party.** Notwithstanding any other Article herein, in the event of any action or other legal proceeding involving this Agreement standing alone, whether by Seller or Purchaser, the party or parties to this Agreement prevailing in such action or legal proceeding shall be entitled to receive from the non-prevailing party or parties to this Agreement all reasonable costs and expenses incurred by such prevailing party in connection with such action or legal proceeding, including, but not limited to, all attorney's fees.

12.16 **Construction.** This Agreement shall be construed and enforced in accordance with Indiana law.

12.17 **Closing Costs.** The Closing Costs shall be equally split between the Buyer and Seller.

12.18 **Property Condition.** The property is sold AS IS.

12.19 **Amortization Table.** The parties have attached an Amortization Table which both the Buyer and Seller agree is accurate.

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract in duplicate on this 02nd day of December, 2011.

LAKE COUNTY TRUST NO. 5661

James Richardson
James Richardson, BUYER

Kerry L. Richardson
Kerry L. Richardson.

By: See Signature Page Attached
Trustee

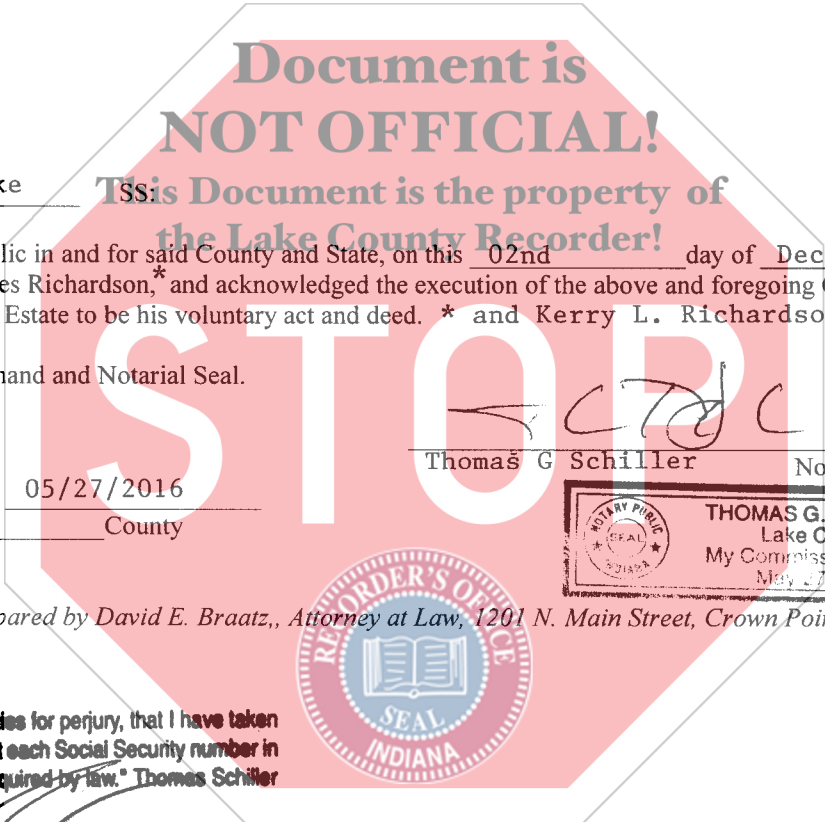
STATE OF INDIANA)
COUNT OF LAKE)

Before me, a Notary Public in and for said County and State, on this _____ day of _____ 2011 personally appeared _____, Trustee of Lake County Trust No. 5661, and acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: _____
Resident of _____ County



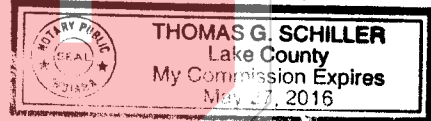
STATE OF INDIANA)
COUNTY OF Lake)

Before me, a Notary Public in and for said County and State, on this 02nd day of December 2011 personally appeared James Richardson,* and acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his voluntary act and deed. * and Kerry L. Richardson

WITNESS my hand and Notarial Seal.

Thomas G Schiller
Thomas G Schiller Notary Public

My commission expires: 05/27/2016
Resident of Lake County



This Instrument was prepared by David E. Braatz., Attorney at Law, 1201 N. Main Street, Crown Point, Indiana 46307

"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." Thomas Schiller

Thomas Schiller

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 the 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 beneficiary or 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 this 28th day of November 2011.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated October 7, 2005 and known as Trust No. 5661.

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 28th day of November 2011.

Hesta Smith
Hesta Smith, Notary Public

My Commission Expires: 10-11-15

Resident of Lake County, Indiana.

No: 920114663

LEGAL DESCRIPTION

The North 70 feet of the following described real estate: Part of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the City of Hammond, Lake County, Indiana, described as follows: Beginning at a point 661.92 feet East of the Northwest corner thereof; thence South 113.885 feet; thence East 165 feet; thence North 113.885 feet; thence West 165 feet to the place of beginning.

Key Number: 45-07-09-378-001.000-023

Mail Tax Bill To: 2200 N. Main St., Crown Point, IN 46307

