

589457

changed return: 2nd First Bank of Whiting 2701 Maple
This Indenture Witnesseth, That the Grantor David E. Fishtorn 589457 26302

Fishtorn-Heisner Partnership, an Indiana Limited Partnership
of the County of Lake and State of Indiana for and in consideration of the sum
of ten and no/100 Dollars (\$ 10.00),
in hand paid, and of other good and valuable considerations, receipt of which is hereby acknowledged, CONVEY S and
WARRANT S unto THE FIRST BANK OF WHITING, a corporation duly organized and existing as an Indiana banking corporation
under the laws of the State of Indiana, and duly authorized to accept and execute trusts within the State of Indiana, as
Trustee under the provisions of a certain Trust Agreement, dated the 3th day of August 1979 and known
as Trust Number 1464 the following described real estate in the County of Lake and State of Indiana, to-wit:

Lots # 30, 31, 32, 33; Lots # 41, 42, 43, 44; Lots 46 and 47,
Southwood Estates 2nd Addition to the Town of Griffith, as
shown in Record Book 052, Page 22, in the Office of the
Recorder of Lake County, Indiana

DULY ENTERED
FOR TAXATION

July 1, 1980
[Signature]
MARILYN B. DYKE

SUBJECT TO

TO HAVE AND TO HOLD the said real estate unto the said Trustee, and for the uses and purposes therein set forth, and in said Trust Agreement set forth.

FULL power and authority is hereby granted to said Trustee to receive, manage, protect and maintain said real estate or any part thereof, to defend, possess, improve or enjoy and to lease any subdivision or part thereof, and to reconvey said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to demise, to demise, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in perpetuity or for term, by lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to renew leases and options to purchase the whole or any part of the premises, to contract respecting the manner of fixing the amount of present or future rents due, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or attachment dependent on said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this deed or said Trust Agreement or any amendment thereof, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Title of said county) relying upon or claiming under any such conveyance, lease or other instrument, (c) that at the time of the delivery thereof the trust created by this deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this deed and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, right, power, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither THE FIRST BANK OF WHITING individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for servicing it or they or its or their agent or attorney may do or omit to do in or about the said real estate or under the provisions of this deed or said Trust Agreement or any amendment thereof, or for failure to perform or priority respecting in or about said real estate, and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof.) All persons and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, events and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, events and proceeds thereof as aforesaid, the intention hereof being to vest in said THE FIRST BANK OF WHITING the entire legal and equitable title in fee simple, in and to all of the real estate above described.

IN WITNESS WHEREOF, the grantor David E. Fishtorn aforesaid do S hereunto set his hand and seal this 25th day of June 1980

David E. Fishtorn (SEAL) George D. Fishtorn (SEAL)
Neil W. Heisner (SEAL)
STATE OF Indiana } SS:
COUNTY OF Lake

I, Marilyn B. Dyke a Notary Public in and for said County, in the State aforesaid, do hereby certify that David E. Fishtorn, George D. Fishtorn, and Neil W. Heisner

personally known to me to be the same person S whose name S are/is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 25th day of June A.D. 19 80

My Commission Expires: 3/16/74
Marilyn B. Dyke Notary Public
Lake County Resident

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ATTN: Mr. [Name] [Address]

THE FIRST BANK OF WHITING
INDIANA DIVISION

STATE OF INDIANA
OFFICE OF THE
RECORDER OF DEEDS
JUN 28 1980