

602511

Pol No. 386869-388039 LD 602511 Mercantile National Bank
24-33 This Indenture Witnesseth, That the Grantor
5243 Hohman Ave, Hammond, IN
250

—RONALD L. SPEAR and ELAINE M. SPEAR, Husband and Wife—

of the County of Lake and State of Indiana for and in consideration of the sum of TEN & NO/100 Dollars (\$10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby acknowledged, CONVEY and WARRANT unto MERCANTILE NATIONAL BANK OF INDIANA, a corporation duly organized and existing as a national banking association under the laws of the United States of America, 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 23rd day of January 1978 and known as Trust Number 3675, the following described real estate in the County of Lake and State of Indiana, to-wit:

PARCEL NO. 2: A tract of land in the Southwest Quarter of Section 31 Township 37 North, Range 9 West of the second principal meridian, more particularly described as follows: A portion of Lots E, F, G, H and I, M. H. Finneran's Resubdivision of Lots 56, 57 and 58, Block 2, Fogg and Hammond's Addition, City of Hammond, as recorded in Plat Book 10, page 23, in the Lake County Recorder's office, State of Indiana, being further described as follows: Commencing at the Northwest corner of Section 31, Township 37 North, Range 9 West of the second principal meridian, thence South (assumed bearing) along the West line of said Section 3629.6 feet; thence South 74 degrees, 15 minutes, zero seconds East, 58.8 feet to an iron pin set, said iron pin being the point of beginning of the parcel described below; thence North 11 degrees, 13 minutes, 30 seconds East, 93.72 feet to an iron pin set on the North line of said Lot E, also being the North line of former lot 58; thence South 63 degrees, 21 minutes, zero seconds East along the North line of said Lot E, also being the North line of former Lots 58, 57 and 56, 32.10 feet to an iron pin set in the Northeast corner of said Lot E, also being the Northeast corner of former Lot 56; thence South 26 degrees, 40 minutes, zero seconds West along the East line of said Lots E, F, G, H and I, also being the East line of former Lot 56, 118.00 feet to an iron pin set in the Southeast corner of said Lot I, also being the Southeast corner of former Lot 56; thence North 37 degrees, 31 minutes, 15 seconds West 63.48 feet to the point of beginning, containing 7080 square feet. Subject to existing easements.

SUBJECT TO TO HAVE AND TO HOLD the said real estate with the appurtenances, unto the trustee, and for the uses and purposes herein and in said Trust Agreement set forth.

FULL power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parts, streets, highways or alleys and to remove any encumbrance or part thereof, and to redivide said real estate as often as desired, to contract to sell, to grant leases to persons, to and on any terms, to convey either with or without consideration, to convey and real estate of 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 dedicate, to mortgage, lease 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 be renewed in perpetuity or for term, 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, modify 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 lease and options to renew leases and options to purchase the whole or any part of the premises, to contract respecting the manner of using the amount of present or future rentals, 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 appurtenant to 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 trust have been complied with, or be obliged to inquire into the validity, 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; (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement or in an amendment thereof, if any, and binding upon all beneficiaries hereunder; (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 duly vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither MERCANTILE NATIONAL BANK OF INDIANA 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 anything it or they or its or their agents or attorneys 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 instrument thereunder, or for injury to persons or property happening in or about said real estate, any 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 or in the name of the Trust 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, in Trustee or as trustee in trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness incurred only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment of such indebtedness.) 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 shall be only in the earnings, profits and proceeds arising from the sale or any other disposition of said real estate, less such interest as may be 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, profits and proceeds thereof as aforesaid, the interest earned being to vest in said MERCANTILE NATIONAL BANK OF INDIANA the entire legal and equitable title to the same, in and to all of the real estate above described.

IN WITNESS WHEREOF, the grantor aforesaid by us hereunto set their hand and seal this 15th day of AUGUST 19 80

Ronald L. Spear (SEAL) Elaine M. Spear (SEAL)
Ronald L. Spear Elaine M. Spear
STATE OF Indiana } SS:
COUNTY OF Lake

I, L. [Signature], a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ronald L. Spear and Elaine M. Spear, husband and wife

DULY ENTERED

personally known to me to be Ronald L. Spear and Elaine M. Spear whose name 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 act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 15th day of AUGUST, A.D., 1980

My Commission Expires: March 8, 1984 Violetta E. Barr Notary Public
COUNTY OF RESIDENCE: Lake

THIS INSTRUMENT PREPARED BY

RONALD L. SPEAR