OF INDIANA, as Trustee Under Trust Agreement #3438	, dated February 23, 1976
of the County of LAKE and State of INDIA sum of IEN AND NO/100 and State of INDIA	NA , for and in consideration of the Dollars (\$ 10.00
in hand paid, and of other good and valuable considerations, receipt of WARRANTS unto MERCANTILE NATIONAL BANK OF INDIANA, national banking association under the laws of the United States of	of which is hereby acknowledged, CONVEY
execute trusts within the State of Indiana, as Trustee under the pro- 14th day of January , 19 82, and known described real estate in the County of LAKE and St	own as Trust Number, the following

Key 14-133-1

Lot One (1), HERITAGE ESTATES ADDITION, Unit Seven (7), to the Town of Dyer, as shown in Plat Book 42, page 13, in the Office of the Recorder of Lake County, Indiana

## DULY ENTERED FOR TAXATION

NOISIVIA ANAIGNI

APR 14 1982

AUDITOR LAKE COUNTY

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, 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 parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide 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, state, powers and authorities vested in said Trustee, to donate, to mortgage, pledge or otherwise encumber said real estates, or any part thereof, from time to time, in possession or reversion, by leases to commence in presentior in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 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 options 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 reversion, to contract respecting the manner of fixing 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 easement 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 compiled with, 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 Trustee; or be obliged to religiously 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 trusts, conditions and limitations contained in this Indenture 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, 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 nuccessor 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 amendment thereto, or for injury to person 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 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 obligations whatsoever with respect to any such contract, obligation or indebtedness expresses are at 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 whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of sach 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 saidings, avails and proceeds arising from the sale or any other disposition of said real satate, 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 carnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said MERCANTILE NATIONAL BANK OF INDIANA the entire legal and equitable title in fee simple, in and to all of the real estate above described.

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IN WITNESS WHEREOF, the grantor afores		their	ndand seal L BANK OF
ATOPST	1982 MERCA	A. AS TRUSTLE	UNDER TR. #3438
I flowe at I didbery	(AL) Rock	lux h De	ace went
Jerome M. Gardberg, Assistant Vice Pres		ack, Vice Presider	nt and Trust Officer
STATE OF INDIANA SS:		( -	<b>*</b> &
OUNTY OF MOJOHNSON	a Notami Dublia in an	. A dam and A Claumin In A	<b>7 7</b> 7
do hereby certify that Mercantile National B	ank of Indiana, as Tr	ustee Under Trust	t 134:38, by
its Vice President and Trust Officer and	Assistant Vice Presid	lent	200
personally known to me to be the same personv	hose name are/is sul	bscribed to the fore	going metrument.
appeared before me this day in person and acknowle	edged thatthey	signed, sealed and	ielivered the said
instrument as <u>their</u> free and voluntary GIVEN under my hand and Notarial seal this			<b>~</b> _0 ე . ~ . ~
Mrs. Commission Brailings	Jours	$\mathcal{M}$	
My Commission Expires: 5 May 9, 1985	Louise M. Johr	Transference	Notary Public
County of Residence:Lake		·	NO -

Mail tax statements to: 1130 Sheffield Ave; Dyer, IN THIS INSTRUMENT PREPARED BY

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