

This Indenture Witnesseth, That the Grantor

R-51512 IN0270677
MARY ANN WITTGREN

672543

1st Bank of Whiting
9701 Lincoln Highway
Whiting, Ind. 46381

of the County of Lake and State of Indiana, for and in consideration of the sum of One and no/100 Dollars (\$1.00), in hand paid; and of other good and valuable considerations, receipt of which is hereby acknowledged, CONVEYS and WARRANTS 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 _____ day of _____, 1982, and known as Trust Number 3490, the following described real estate in the County of Lake and State of Indiana, to-wit:

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

K-52-1-11
K-12-6-19
**DULY ENTERED
FOR TAXATION**
JUN 18 1982

SEE ATTACHED EXHIBIT A
K-12-6-16
**WAS ALREADY DULY ENTERED
FOR TAXATION IN NAME OF
First Bank of Whiting**
TR#1300 JUN 18 1982

K-13-233-4
**WAS ALREADY DULY ENTERED
FOR TAXATION IN NAME OF
Jack Wittgren & Co.**
JUN 18 1982

[Signature]
AUDITOR LAKE COUNTY

[Signature]
AUDITOR LAKE COUNTY

[Signature]
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, estate, powers and authorities vested in said Trustee, to donate, to dedicate, 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 possession or reversion, by leases 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 demise 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 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 complied 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 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 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 THE FIRST BANK OF WHITING individually or as Trustee, nor its successor or successors in trust shall occur 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 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 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 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, avails 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, avails 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 _____ aforesaid has _____ hereunto set _____ her _____ hand _____ and seal _____ this _____ day of _____ 19 ____.

(SEAL) _____
(SEAL) _____

[Signature]
MARY ANN WITTGREN

STATE OF INDIANA
LAKE COUNTY
RECORDED
JUN 27 1 12 PM '82
WILLIAM BIELSKIE JR
RECORDER

STATE OF Wisconsin }
COUNTY OF MARINETTE } SS:

MARY ANN FAUCETT, a Notary Public in and for said County, in the State of _____, do hereby certify that Mary Ann Wittgren

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

GIVEN under my hand and Notarial seal this _____ day of _____ A.D. 1982.

My Commission Expires:
8/18/85

[Signature]
Notary Public
A resident of Marinette, Wisconsin

THIS INSTRUMENT PREPARED BY

JOHN M. O'DROBINAK
5191 W. Lincoln Highway, Crown Point, IN 46307

[Signature]

EXHIBIT A

Tract 1

The Southwest Quarter of the Southwest Quarter and the West Half of the Northeast Quarter of the Southwest Quarter and the West Half of the Southeast Quarter of the Northwest Quarter of Section 32, Township 35 North, Range 9 West of the 2nd Principal Meridian, and that part of the West Half of the Northwest Quarter of Section 5, Township 34 North, Range 9 West of the 2nd Principal Meridian, lying North of the property of the Michigan Wisconsin Pipe Line Company, as shown in Warranty Deed dated September 23, 1949, and recorded September 23, 1949, in Deed Record 846, page 236, all in Lake County, Indiana, excepting therefrom the following described parcels of real estate:

KEY #
12-6-19
AND
52-1-11

KEY #
12-6-19
AND
52-1-11
Warranty Deed
dated Sept. 23, 1949

Parcel A:

A part of the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 35 North, Range 9 and a part of the West 1/2 of the Northwest 1/4 of Section 5, Township 34 North Range 9 West of the 2nd P.M, described as follows: Commencing at the Northwest corner of said Section 5; thence S00°00'00"W, along the West line of said Section 5, a distance of 344.77 feet; thence N90°00'00"E, perpendicular to said West line, 400.00 feet; thence N00°00'00"E, parallel to the West line of said Section 5, a distance of 400.00 feet; thence S90°00'00"W, 393.42 feet to the West line of said Section 32; thence South-erly along said West line of Section 32, a distance of 55.14 feet, more or less, to the Southwest corner of said Section 32; thence West along the North line of said Section 5, a distance of 7.26 feet, to the point of beginning, containing 3.664 acres, more or less, in Lake County, Indiana, excepting therefrom, that part of the Northwest Quarter, of the Northwest Quarter of Section 5, Township 34 North, Range 9, West of the 2nd P.M., more particularly described as follows: Commencing at a point 51 feet South of the Northwest Corner of the above said Section 5 and running thence East 175 feet, thence South 100 feet, thence West 175 feet to the West line of said Section, thence North 100 feet to the place of beginning in Lake County, Indiana.

Except
12-6-62
52-1-19
AND
52-1-12

Parcel B:

A part of the West 1/2 of the Northwest 1/4 of Section 5, Township 34 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the West line of said Section 5 that is S00°0'0"W, 344.77 feet from the Northwest corner of said Section 5; thence N90°00'00"E, perpendicular to said West line 400.00 feet; thence S00°00'00"W, parallel to said West line, 400.00 feet; thence S90°00'00"W, 400.00 feet to the West line of said Section 5; thence N00°00'00"E along said West line, 400.00 feet to the point of beginning, containing 3.673 acres, more or less, in Lake County, Indiana.

Except
52-1-18

Tract 2

Lot A excepting therefrom the North 150 feet thereof, and also excepting therefrom that part off the East side thereof, granted to the State of Indiana for highway purposes, all in Ahlborn's Scenic Addition as per plat thereof, recorded in Plat Book 30, page 98, in the Office of the Recorder of Lake County, Indiana.

13-233-4

Mam
Co. 81