

Gainer Bank, National Association, P.O. Box 209, Gary, Indiana 46402

Ret to: John Stiles
8585 Broadway
Merr., In. 46410

814754

GAINER BANK

This Indenture Witnesseth, That the Grantor, Gainer Bank, National Association, successor by merger to Gary National Bank, as sole remaining Co-Executor of the Estate of Benjamin H. Creswell, deceased,

of the County of Lake and State of Indiana for and in consideration

of Ten and no/100 Dollars

and other good and valuable considerations in hand paid, Convey S and Quit-Claim S unto Gainer Bank, National Association, Gary, Indiana, organized under the laws of the United States of America, as Trustee under the provisions of a trust agreement

dated the 31st day of July, 1985 known as Trust Number

ber P-6076, the following described real estate in the County of Lake and State of Indiana

to-wit:

The Southwest 1/4 of the Northwest 1/4 of Section 3, Township 34 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, except that part of said tract described as follows: Commencing at a point on the West line of said 1/4 1/4 Section and 53.0 feet South of the Northwest corner thereof; thence South, along said West line, a distance of 388.0 feet; thence East, at right angles, 263.0 feet; thence North 388.0 feet to a point 261.26 feet East of said West line; thence West 261.26 feet to the point of beginning.

KEY 7-2-7, 16 + 17

SUBJECT TO:

1. Real estate taxes for the year 1985, payable in 1986, and thereafter.
2. Building, building line and use or occupancy restrictions, conditions, easements, rights of way, covenants and restrictions of record.
3. Highways and legal right of ways.
4. Drainage rights of the owners and of all parties interested in all lands drained by and through the Beaver Dam Ditch.
5. Easement for drainage purposes in and to that part of premises lying within the boundaries of the Beaver Dam Ditch.
6. Other ditches and drains and all rights therein.
7. Fences as presently located.

DULY ENTERED FOR TAXATION

AUG 7 1985

To Have and To Hold the said premises 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 premises; to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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, in Lake County, Indiana, premises 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 property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present, or in futuro, and upon any terms and for any period or periods of time 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 lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property, 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 premises or any part thereof; and to deal with said property 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 in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at that 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 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.

In Witness Whereof, the grantor its hereunto set its hand and

seal this 31st day of July, 1985

GAINER BANK, NATIONAL ASSOCIATION, Successor by Merger to Gary National Bank, as Sole Remaining Co-Executor of the estate of Benjamin H. Creswell,

ATTEST:

N. E. Andrews, Assistant Cashier

By:

F. V. Roman, Vice President

TICOH TITLE INSURANCE
Crown Point, Indiana

STATE OF INDIANA
CLERK OF SUPERIOR COURT
LAKE COUNTY
RECORDED
AUG 8 6 47 AM '85

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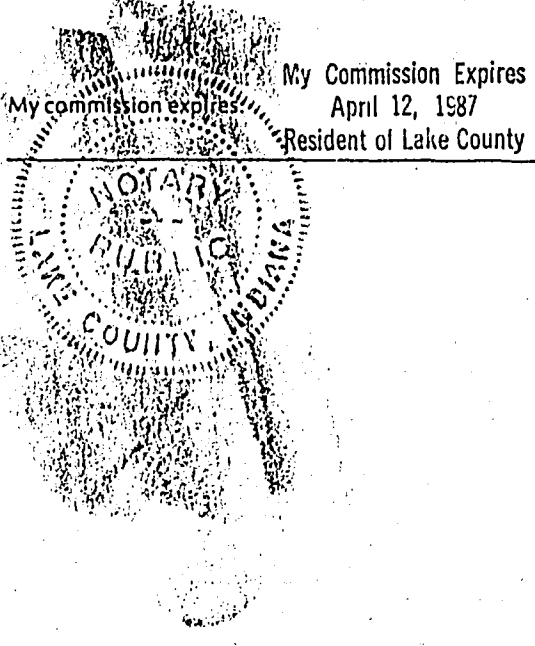
STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 31st day of

July, A. D., 1985, personally appeared the within named F. V. Roman, Vice President, and N. E. Andrews, Assistant Cashier, known to me to be such officers of Gainer Bank, National Association, successor by merger to Gary National Bank, as sole remaining Co-Executor of the Estate of Benjamin H. Creswell, deceased,

Grantor _____ in the above conveyance, and acknowledged the execution of the same to be its voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Elaine R. York
Notary Public
Resident of Lake County
ELAINE R. YORK
Notary Public

This instrument prepared by John O. Stiles, 8585 Broadway, Merrillville, Indiana, Attorney at Law.

Trust No. _____

Deed in Trust

Quit Claim Deed

Gainer Bank, National Association

Trustee

Received for record this _____ day of _____, 19____ at _____ o'clock _____ M., and Recorded in Book No. _____ page _____ Recorder _____ County _____

Duly entered for taxation this _____ day of _____, 19____ Auditor's fee \$ _____ Auditor _____ County _____

Reorder from ILLIANA FINANCIAL, INC