

6066
WITNESSETH, That the Grantor
OF INDIANA, as Trustee under Trust Agreement dated March 18, 1976 and
known as Trust No. 3436

A-415998
#2-4380
Singleton

CHICAGO TITLE INSURANCE COMPANY

of the County of Lake and State of Indiana, for and in consideration of the sum of Ten 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 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 19th day of September, 1985, and known as Trust Number 4684, the following described real estate in the County of Lake and State of Indiana, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

*Combine Key 13-2-11
to Key 13-2-10
87.466 Ac
Trans. from Key 13-2-10
to Key 13-2-28*

DULY ENTERED FOR TAXATION

OCT 24 1985
AUDITOR LAKE COUNTY
STATE OF INDIANA
FILED
10 PM '85

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 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 168 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 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 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 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 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 MERCANTILE NATIONAL BANK OF INDIANA 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 its hand and seal this 19th day of September, 1985 MERCANTILE NATIONAL BANK OF INDIANA

H. F. SMIDDY, Senior Vice President & Trust Officer
STATE OF INDIANA
COUNTY OF LAKE

As Trustee of Trust No. 3436
By: Franklin J. Black
FRANKLIN J. BLACK, Vice President and Trust Officer

I, LOIS MONTS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Franklin J. Black, Vice President and Trust Officer and H. F. Smiddy, Senior Vice President and Trust Officer personally known to me to be the same person... whose name... are 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 19th day of September A.D., 1985

My Commission Expires: AUGUST 9, 1989
Lois Monts
LOIS MONTS Notary Public

THIS INSTRUMENT PREPARED BY
Palmer C. Singleton, Jr.
9013 Indianapolis Blvd.
Highland, IN 46322

650
CT
312

EXHIBIT "A"

Part of the East Half (E-1/2) of Section Five (Sec. 5), Township Thirty-Five North (T. 35 N.), Range Nine West (R. 9 W.) of the Second Principal Meridian (2nd P.M.) described as follows:

Commencing at the Northeast corner of said Sec. 5; thence S. 0° 04' 28" E., along the East line of said Sec. 5, a distance of 1450.48 feet to the point of intersection of said East line with the Easterly extension of the South line of a tract of land deeded to Charles B. Zandstra, Trustee as described in Document No. 316613 recorded in Deed Record Book 1167, pages 327 to 331 in the Office of the Recorder of Lake County, Indiana, which point of intersection is the true place of beginning; thence continuing S. 0° 04' 28" E., along the East line of said Sec. 5, a distance of 1712.34 feet to the Northeast corner of a tract of land conveyed to Forrest E. Bruhn as described in a Warranty Deed recorded in Deed Record Book 910, page 579 in the Office of the Recorder of Lake County, Indiana; thence S. 89° 55' 32" W., at right angles from the East line of said Sec. 5 and along the North line and North line extended of said Forrest E. Bruhn tract, a distance of 2127.31 feet to a point on the Northeasterly right-of-way line of the Conrail Railroad (100' wide R/W formerly being the P.C.C. & St. L. RR); thence N. 44° 05' 03" W., along said Northeasterly R/W line, a distance of 18.26 feet to a point on a line which is parallel with and 2140.0 feet West of the East line of said Sec. 5; thence N. 0° 04' 28" W., along said parallel line, a distance of 1189.40 feet to a point on the Southwesterly extension of the Northwesterly line of Plum Creek Drive (100' wide) as shown on the recorded plat of Plum Creek Village 3rd Add., Block 2 in Plat Book 47, page 106 in the Office of the Recorder of Lake County, Indiana; thence N. 45° 54' 57" E., along said extended Northwesterly line, a distance of 198.56 feet to the point of intersection of said extended Northwesterly line and the Southwesterly line of Woodhollow Drive as shown on said recorded plat of Plum Creek Village 3rd Add., Block 2; thence S. 44° 05' 03" E., along the extended Southwesterly line of said Woodhollow Drive, a distance of 100.00 feet to a point on the Southeasterly line of the aforesaid Plum Creek Drive; thence N. 45° 54' 57" E., along the Southeasterly line of said Plum Creek Drive, a distance of 1417.74 feet to a point of curve in said Southeasterly line; thence S. 44° 05' 03" E., at right angles from said Southeasterly line, a distance of 350.00 feet; thence N. 45° 54' 57" E., a distance of 297.73 feet to a point on the West line of the aforesaid tract of land deeded to Charles B. Zandstra, Trustee; thence S. 0° 03' 51" E., along the West line of said Zandstra tract, a distance of 486.73 feet to the Southwest corner thereof; thence S. 88° 50' 55" E., along the South line of said Zandstra tract, a distance of 450.93 feet to the place of beginning, containing 87.466 Acres, more or less, all in Schererville, Lake County, Indiana.

JH
Combine
to Key 13-2-11
to Key 13-2-10
Trans 87.466 Ac
from Key 13-2-10
to Key 13-2-28