

This Indenture Witnesseth, That the Grantor RUETH DEVELOPMENT

COMPANY 973290

of the County of LAKE and State of INDIANA, for and in consideration of the sum of TEN AND 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 20TH day of MARCH, 1987, and known as Trust Number 2195, the following described real estate in the County of LAKE and State of Indiana, to-wit:

SEE ATTACHED

SUBJECT TO THE FOLLOWING:

1. THE TERMS, COVENANTS, EASEMENTS, LIMITATIONS AND RESTRICTIONS CONTAINED IN ANY INSTRUMENT OF RECORD AFFECTING THE USE OR OCCUPANCY OF SAID REAL ESTATE;
2. ALL APPLICABLE SUBDIVISIONS, BUILDING AND ZONING LAWS OF THE GOVERNMENTAL BODIES HAVING JURISDICTION OF THE DESCRIBED REALTY;
3. REAL ESTATE TAXES FOR THE YEAR 1986 PAYABLE IN 1987 AND SUBSEQUENT YEARS;
4. ROADS AND HIGHWAYS, STREETS AND ALLEYS;
5. LIMITATION BY FENCES AND/OR OTHER ESTABLISHED BOUNDARY LINES;
6. EASEMENTS, IF ANY, FOR ESTABLISHED DITCHES AND/OR DRAINS.

SEND TAX BILLS TO:
RUETH DEVELOPMENT COMPANY
1006-165TH STREET
HAMMOND, INDIANA 46324

DULY ENTERED FOR TAXATION

APR 18 1988

Anna N. Antone
AUDITOR LAKE COUNTY

ENJECTIO

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 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 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 his hand and seal this 9TH day of OCTOBER, 1987.
RUETH DEVELOPMENT COMPANY
BY: *Harold G. Rueth* (SEAL) HAROLD G. RUETH (SEAL)

STATE OF INDIANA }
COUNTY OF LAKE } SS:

I, SANDRA K. ZIMMERS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that HAROLD G. RUETH

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

GIVEN under my hand and Notarial seal this 14TH day of APRIL, A.D., 1988.

My Commission Expires: 10/5/91

Sandra K. Zimmers
SANDRA K. ZIMMERS Notary Public

COUNTY OF RESIDENCE: LAKE

THIS INSTRUMENT PREPARED BY

TIMOTHY M. RUETH

RAA

CHICAGO TITLE INSURANCE COMPANY
RECORDS DIVISION
CROWN STATE OF INDIANA
LAKE COUNTY
FILED IN RECORDS
APR 19 1 24 PM '88

2

6-10

Parcel 1: *Key 26-9-73*

Quadr. N. Antone

That part of the Northwest Quarter of Section 34, Township 36 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of said Section 34, said point also being the Northeast corner of Angela's First Addition to the Town of Highland, as recorded in Plat Book 49, page 35, in the Office of the Recorder of Lake County, Indiana; thence South 89 degrees 22 minutes 36 seconds East along the North line of said Section 34, a distance of 1158.46 feet; thence South 0 degrees 37 minutes 24 seconds West, a distance of 40.00 feet to a point of curve; thence Southeasterly on a curve concave to the Northeast and having a radius of 565.0 feet, a distance of 480.81 feet; thence South 48 degrees 08 minutes 05 seconds East, a distance of 260.00 feet; thence South 41 degrees 51 minutes 55 seconds West, a distance of 80.00 feet to the point of beginning; thence South 48 degrees 08 minutes 05 seconds, East, a distance of 383.62 feet to a point of curve; thence Southeasterly along a curve concave to the Southwest and having a radius of 500.00 feet, a distance of 420.67 feet; thence South 0 degrees 04 minutes 13 seconds West, a distance of 140.01 feet; thence North 89 degrees 24 minutes 14 seconds West, a distance of 994.71 feet; thence North 0 degrees 35 minutes 46 seconds East, a distance of 595.38 feet; thence South 89 degrees 24 minutes 14 seconds East, a distance of 162.01 feet to a point of curve; thence Northeasterly along a curve concave to the Northwest and having a radius of 496.13 feet, a distance of 421.97 feet to the point of beginning.

Parcel 2: *Key 26-9-42*

The West 660 feet of the Northwest Quarter of the Northwest Quarter of Section 34, (except the North 30 feet thereof which is embraced in 45th Avenue) and the North 660 feet of the West 660 feet of the Southwest Quarter of the Northwest Quarter of Section 34, Township 36 North, Range 9 West of the 2nd P.M., in the Town of Griffith, Lake County, Indiana, except

That part of the Northwest Quarter of Section 34, Township 36 North, Range 9 West of the Second Principal Meridian, being more particularly described as follows: beginning at the Northwest corner of said Section 34; thence South 89 degrees 22 minutes 36 seconds East, along the North line of said Section 34, a distance of 660.06 feet; thence South 0 degrees 07 minutes 45 seconds East, on a line parallel to and 660.0 feet East of and measured at right angles to the West line of said Section 34, a distance of 865.75 feet; thence North 89 degrees 24 minutes 14 seconds West, a distance of 660.05 feet to a point on the West line of said Section 34; thence North 0 degrees 07 minutes 45 seconds West, along the West line of said Section 34, a distance of 866.06 feet to the point of beginning, more or less, all in the Town of Griffith, Lake County, Indiana.