

#2-4021 992294

Q 59360

This Indenture Witnesseth, That the Grantor.....

William D. Gibson & Patricia E. Gibson
of the County of Lake and State of Indiana, for and in consideration of the sum of one Dollars (\$1.00), 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 19th day of May, 1988, and known as Trust Number 5077, the following described real estate in the County of Lake and State of Indiana, to-wit:

Lot 23, Block Two, Briar Ridge Country Club Addition, Unit Two, a planned Unit Development in the Town of Schererville, as shown in Plat Book 61 Page 26, in Lake County, Indiana.

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

AUG 12 1988

Auditor N. Antonio AUDITOR LAKE COUNTY

SEND TAX STATEMENTS TO: Mr. & Mrs. William Gibson 1229 Inverness Court Schererville, IN 46375

#13-402-23

RECORDED IN BOOK 13-402-23

AUG 15 10 21 AM 1988

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

CHICAGO TITLE INSURANCE COMPANY INDIANA DIVISION

RECORD & RETURN TO: MERCANTILE NATIONAL BANK OF INDIANA 5243 Hohman Ave., Hammond, IN 46320 ATTN: L.M. JOHNSON

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes hereinafter 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 repubdivide said real estate as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to lease, to convey, to grant, to release, to assign, to mortgage, to pledge, 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 lease commencing 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 lease 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 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 have hereunto set their hands and seals this 19th day of May, 1988

William D. Gibson (SEAL) Patricia E. Gibson (SEAL)

STATE OF Indiana } SS: COUNTY OF Lake }

I, Lorraine S. Kovach, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William D. Gibson & Patricia E. Gibson

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 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 May, A.D., 1988. Lorraine S. Kovach Notary Public

My Commission Expires: 5/21/91

THIS INSTRUMENT PREPARED BY William D. Gibson