

150311-1092679

This Indenture Witnesseth, that MERCANTILE NATIONAL BANK OF INDIANA, as Trustee, under the provision of a Trust Agreement dated March 1, 1984, and known as Trust Number 4509, does hereby grant, bargain, sell and convey to:

Lake County Trust Company, Trustee of Trust No. 4050

of Lake County, State of Indiana, for and in consideration of the sum TEN (\$10.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana, to-wit:

Key# 15-18-2

The West 1/2 of the Southwest 1/4 of Section 4, Township 35 North, Range 8 West of the 2nd Principal Meridian, except the East 660 feet thereof and except the South 1624.65 feet thereof, in the Town of Merrillville, in Lake County, Indiana.

Subject to the following restrictions:

See Exhibit A attached.

Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

Auditor N. Antonio AUDITOR LAKE COUNTY

STATE OF INDIANA/S.S. NO. LAKE COUNTY FILED FOR RECORD APR 2 2 10 PM '90 ROBERT W. EARL RECORDER

This Deed is executed pursuant to, and in the exercise of, the power and authority granted to and vested in the said Trustee by the terms of said Deed or Deeds in Trust delivered to the said Trustee in pursuance of the Trust Agreement above mentioned, and subject to all restrictions of record.

IN WITNESS WHEREOF, the said MERCANTILE NATIONAL BANK OF INDIANA, as Trustee, a Corporation, has caused this Deed to be signed by its Acting Executive Trust Officer, and attested by its Trust Officer, and its corporate seal to be hereunto affixed

16th day of March 1990 Joseph O. Loker, Trust Officer

MERCANTILE NATIONAL BANK OF INDIANA as Trustee By Patrick D. Callahan, Acting Executive Trust Officer

STATE OF INDIANA, COUNTY OF LAKE

Before me, a Notary Public, in and for said County and State, this 16th day of March 1990, personally appeared Patrick D. Callahan, Acting Executive Trust Officer and Joseph O. Loker, Trust Officer

of MERCANTILE NATIONAL BANK OF INDIANA, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

GIVEN under my hand and notarial seal this 16th day of March 1990 My Commission Expires: 4/16/92 Arlene Banta Notary Public

This instrument was prepared by Atty. Timothy D. Fenner Post Office Box 1767 Madison, WI 53701-1767

County of Residence: Lake 5790 Grant Street, Merrillville, Indiana Street Address: Merrillville Partners Limited Partnership, c/o FF Investment Mail Tax Statements To: Services, Inc. Attn: Steven C. Bartlett, 202 State Street, Madison, WI 53703 MNB 741

000061

Unit 8 Key 15-18-2

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 or any part thereof, 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, to convey said 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, 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, not exceeding in the case of any single demise the term of 99 years, 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.

This conveyance is made upon the express understanding and condition that neither Lake County Trust Company 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.

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 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 hereunder, (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 some amendment thereof and binding upon all beneficiaries hereunder, (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, trusts and obligations of it, 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.



EXHIBIT A

1. Mortgage for \$2,100,000.00 from Charles Vavrus to The Mutual Benefit Life Insurance Company, dated January 15, 1977 and recorded April 2, 1977 as Document No. 395664.
2. Assignment of rents and leases from Charles Vavrus to Mutual Benefit Life Insurance Company, dated January 15, 1977 and recorded March 2, 1977 as Document No. 395665 and re-recorded March 21, 1977 as Document No. 397940, given as additional security for the mortgage dated January 15, 1977 and recorded March 2, 1977 as Document No. 395664.
3. Mortgage for \$3,450,000.00 from Robert Ellis Management Company, Inc., a Wisconsin Corporation, and the Mercantile National Bank of Indiana, as Trustee, under Trust No. 4509, to First Federal Savings and Loan Association of Madison dated April 2, 1984 and recorded April 5, 1984 as Document No. 751615.
4. Assignment of leases, rents and profits from Robert Ellis Management Company, Inc. and the Mercantile National Bank of Indiana, Trustee, to First Federal Savings and Loan Association of Madison, Madison, Wisconsin, dated April 2, 1984 and recorded April 17, 1984 as Document No. 753051, given as additional security for the mortgage dated April 2, 1984 and recorded April 5, 1984 as Document No. 751615.
5. Assignment of Leases, Rents and Profits from Robert Ellis Management Company, Inc., a Wisconsin corporation, and the Mercantile National Bank of Indiana, Trustee under Trust No. 4509, to First Federal Savings and Loan Association of Madison, Madison, Wisconsin dated April 2, 1984 and recorded April 5, 1984 as Document No. 751616, given as additional security for the mortgage dated April 2, 1984 and recorded April 5, 1984 as Document No. 751615.
6. Subrogation Agreement executed by Robert Ellis Management Company, Inc. and the Mercantile National Bank of Madison as Trustee under Trust No. 4509 dated April 2, 1984 and recorded April 5, 1984 as Document No. 751617.
7. Lease for a term of unknown years from Robert Ellis to Commercial Laundry Equipment, Inc. dated ___/___/___ and disclosed by a Memorandum of Lease recorded July 13, 1984 as Document No. 764525.

8. Rights of the public and the County of Lake in and to the North 40 feet of captioned real estate for highway purposes by reason of a Quit-Claim from George L. Smith, Administrator of the Estate of Henry J. Hoffman, deceased, et al. to Board of County Commissioners dated July 1, 1971 and recorded September 9, 1971 as Document No. 116006.

9. Easement for sewer purposes contained in a grant from Henry J. Hoffman to Board of Directors, Merrillville Sanitary District dated May 18, 1965 and recorded September 6, 1966, in Miscellaneous Record 952 page 268 (Affects the West 10 feet of captioned real estate.)

10. Easement for gas mains contained in a grant from Margaret M. Smith, et al. to Northern Indiana Public Service Company dated December 3, 1969 and recorded April 6, 1970 as Document No. 54407 (Affects the South 16.9 feet of the North 41.5 feet of captioned real estate.)

11. Easement for water mains contained in a grant from Vavrus and Associates to Gary-Hobart Water Corporation, dated December 17, 1974 and recorded January 2, 1975 as Document No. 282889 (Affects the East 20 feet of the West 138 feet of the North 800 feet of captioned real estate).

12. Easement for water mains contained in a grant from Vavrus and Associates to Gary-Hobart Water Corporation dated January 28, 1975 and recorded June 6, 1975 as Document No. 302395. (Affects the South 20 feet of the North 275 feet of the East 35 feet of the West 173 feet of captioned real estate.)

13. Drainage rights of the owners and of all parties interested in all lands drained by and through the Griffith No. 2 Ditch through captioned real estate.

14. Easement for drainage purposes in and to that part of premises lying within the boundaries of the Griffith No. 2 Ditch through captioned real estate.

15. Other ditches and drains, if any, and all rights therein.

16. Encroachment on the easement at item 11 above by a 6 bay frame.

17. Encroachment on the easement at item 8 above by a sign.