

165225  
92003810

Rec'd of 162

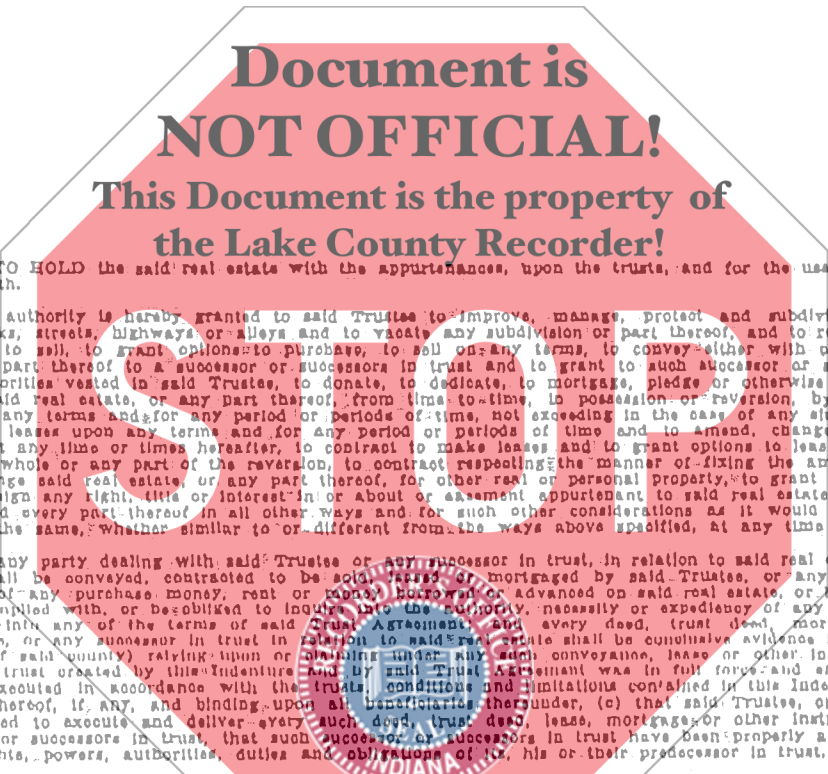
This Indenture Witnesseth, That the Grantor ZACHARIAS

DEVELOPMENT CORPORATION, an Indiana Corporation  
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  
24th day of December, 1991, and known as Trust Number 5488, the following  
described real estate in the County of Lake and State of Indiana, to-wit:

SEE EXHIBIT A ATTACHED HERETO

Grantor hereby certifies that the Indiana Gross Income Tax is not due by reason of this transaction.

This warranty of title by Grantor is limited to warranty against the acts of the Grantor and those claiming by, through and under it and not otherwise.



STATE OF INDIANA  
CLERK OF SUPERIOR COURT  
FILED  
JAN 21 8 46 AM 1992  
ROBERT H. HARRIS, CLERK

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the use 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 redivide 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 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 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 the, 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 7th day of January, 1992.

ATTEST: *Jacqueline R. Stuck* (SEAL)  
SECRETARY  
Jacqueline R. Stuck

ZACHARIAS DEVELOPMENT CORPORATION  
BY: *Daniel J. Zacharias* (SEAL)  
PRESIDENT  
Daniel J. Zacharias

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

JAN 17 1992

*Charles M. R. [Signature]*  
AUDITOR LAKE COUNTY

00861

960  
TR

EXHIBIT A

LOT 6, UNIT 14, BRIAR RIDGE COUNTRY CLUB, AN ADDITION TO THE TOWN OF DYER, INDIANA, AS SHOWN IN PLAT BOOK 66, PAGE 33, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

#14-217-6

SUBJECT TO:

- a. non-delinquent real estate taxes, general assessments and special assessments;
- b. the provisions of the Declaration of Covenants and Restrictions for the Planned Unit Development;
- c. the Articles of Incorporation, By-Laws and Rules and Regulations of the Property Owners Association; and
- d. covenants, conditions, restrictions, limitations and easements of record or imposed by governmental authorities having control or jurisdiction over the Lot.



STATE OF INDIANA  
COUNTY OF LAKE ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Daniel J. Zacharias personally known to me to be the President of the ZACHARIAS DEVELOPMENT CORPORATION, an Indiana corporation, and Jackie Stuck personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

\*a/k/a Jacqueline R. Stuck

Given under my hand and official seal, this 7th day of January, 1992.

Commission Expires: 5/06/94

Betty Joan Cox  
Notary Public  
Betty Joan Cox

Prepared By: Michael S. Mandell  
Horwood, Marcus & Braun  
333 West Wacker Drive  
Suite 2800  
Chicago, Illinois 60606

County of Residence - Lake