

DEED IN TRUST

92029912

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, BUDDY K. DUNCAN, 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 and WARRANT unto BUDDY K. DUNCAN, as Trustee of Land Trust ONE, under the provisions of a certain Trust Agreement dated the 16th day of June, 1991, the

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

(SEE ATTACHED LEGAL DESCRIPTION)

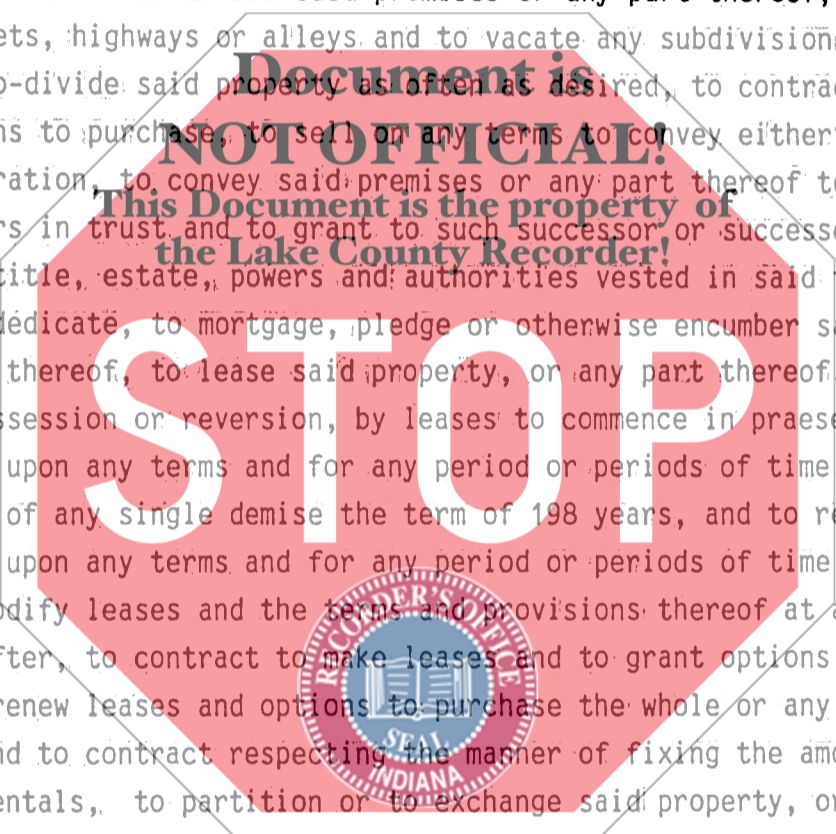
APR 30 1992

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

David N. Antos
AUDITOR LAKE COUNTY

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 resub-divide 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 praesenti 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 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 of times hereafter.

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



ROBERT S. JOHNSON
RECORDER
MAY 12 10 27 AM '92

STATE OF INDIANA/S.S.NO.
LAKE COUNTY
FILED FOR RECORD

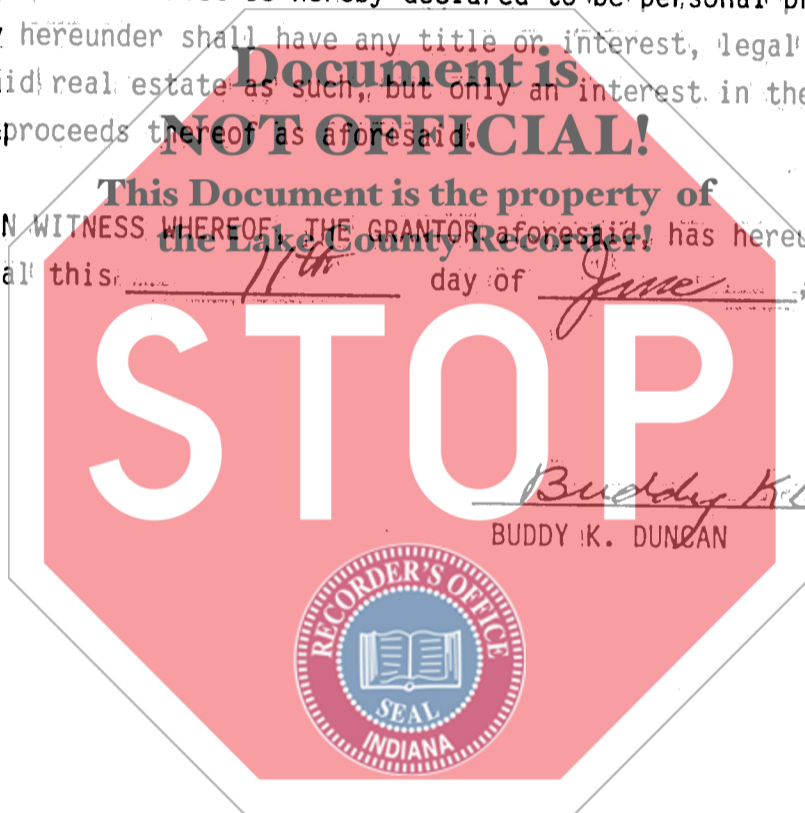
Charles E. VanHeda 123 S. Union St
46356

01914/300
CW

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 some amendment thereof and binding upon all beneficiaries thereunder, (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, duties and obligations of its, 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.

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IN WITNESS WHEREOF, THE GRANTOR aforesaid, has hereunto set his hand and seal this 11th day of June, 1991.

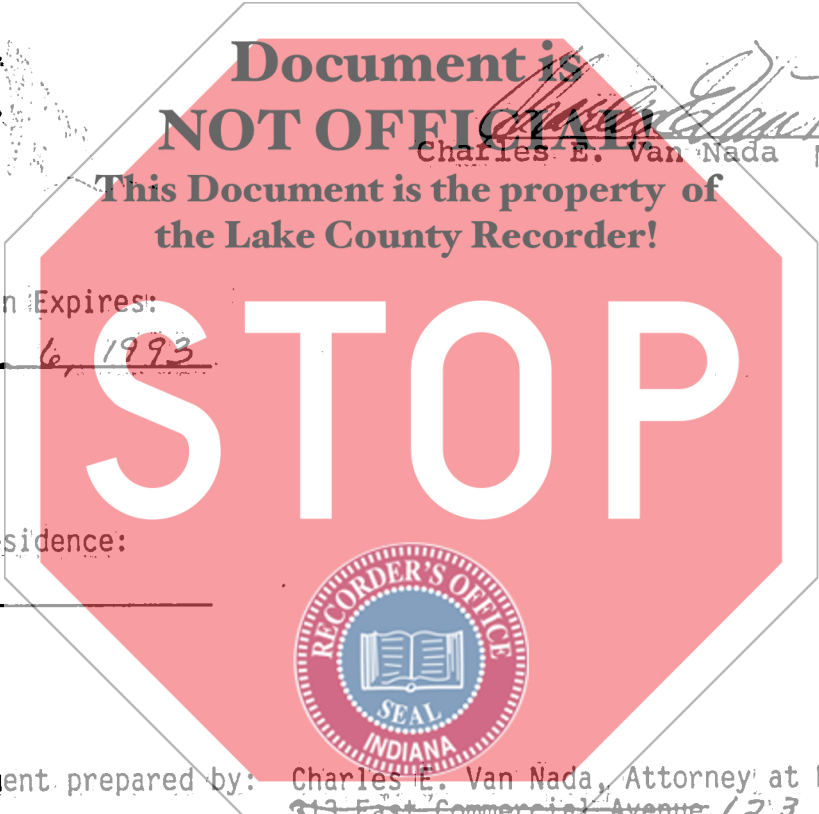


PLEASE MAIL TAX STATEMENTS TO: Buddy K. Duncan
P.O. Box 183
Schneider, IN 46376 - 0183

STATE OF INDIANA)
COUNTY OF LAKE)

I, Charles E. Van Nada, a Notary Public in and for said County and State, do hereby certify that BUDDY K. DUNCAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered that instrument as his free and voluntary act, for the uses and purposes therein set forth, including the transfer of title as therein set forth.

Given under my hand and official seal this 11th day of June, 1991.



Charles E. Van Nada
Charles E. Van Nada Notary Public

My Commission Expires:
January 6, 1993

County of Residence:
LAKE

This instrument prepared by: Charles E. Van Nada, Attorney at Law, So.
313 East Commercial Avenue 123 #1 UNION St
Lowell, Indiana 46356

LAND TRUST ONE

LEGAL DESCRIPTION

Parcel 1: The North half of the Northeast Quarter of Section 34, Township 32 North, Range 9 West of the 2nd P.M., in Lake County, Indiana. Key # 1-38-5.

Parcel 2: The Southwest Quarter of the Northeast Quarter of Section 34, Township 32 North, Range 9 West of the 2nd P.M., in Lake County, Indiana. Key # 1-38-8.

Parcel 3: The Northwest Quarter of Section 34, Township 32 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, excepting the following:

- (a) Railroad rights of way;
- (b) The West 810 feet of the Northwest Quarter of the Northwest Quarter platted as "Schneider".
- (c) That part of the Northwest Quarter of Section 34, Township 32 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, described as follows: Commencing at a point on the North line of the Northwest Quarter, which is 810 feet East of the Northwest corner thereof, thence East 133 feet, thence South 258 feet, thence West 133 feet, thence North 258 feet to the place of beginning, being the vacated Lots numbered 1 to 5, both inclusive of Block 1, the West half of the vacated alley adjoining said lots on the East, and all that part of the vacated 16 foot alley adjoining the North line of Lot 1 and the adjoining West half of the vacated alley Lots 1 to 5, Colwell's Addition to the Town of Schneider; (except Key # 2-5-2)
- (d) That part of the Southwest Quarter of the Northwest Quarter of Section 34, Township 32 North, Range 9 West of the 2nd P.M., described as: Commencing at a point on the North line of said tract and the East right of way line of the New York Central Railroad, said point also being 368.9 feet East of the present center line of U.S. Highway No. 41, and running thence South along the said East right of way line of said railroad 469 feet; thence East 222 feet; thence North 469 feet to the North line of said Southwest quarter of the Northwest Quarter; thence West 222 feet to the place of beginning, in the Town of Schneider, Lake County, Indiana; (except Key # 2-5-6)
- (e) That part of the Northwest Quarter of the Northwest Quarter of Section 34, Township 32 North, Range 9 West of the 2nd P.M., and more particularly described as follows: Commencing at a point 810 feet East of the Southwest corner of the above said Northwest Quarter of the Northwest Quarter of said Section 34 (said point being the Southeast corner of the Town of Schneider, as shown in Plat Book 5, page 6, Recorder's Office, Lake County, Indiana); thence continuing East along the South line of said Northwest Quarter of the Northwest Quarter a distance of 151.50 feet; thence North 106 feet; thence West 151.50 feet; thence South 106 feet to the place of beginning. (except Key # 2-5-7)

Key # 1-38-19.420 and Key # 2-5-345

SUBJECT TO: Easements, Liens, Encumbrances and Restrictions of Record.

ADDITIONAL EXCEPTIONS.

(f) Easement between Carb-Rite Co., Inc. and the Town of Schneider, located in Part of the West Half of the West Half of the Southwest Quarter of the Northwest Quarter. Key No. 2-5-9.

(g) The West 380.9 feet of the South Half of the Northwest Quarter of said Section 34, lying East of the Railroad right-of-way, except the North 469 feet of the West 222 feet thereof. Key No. 2-5-10.

(h) That part of the West Half of Section 34, Township 32 North, Range 9 West of the Second Principal Meridian and more particularly described as follows: Beginning at the intersection of the North line of the South Half of the Northwest Quarter of said Section 34 said line also being the South right of way line of 239th Avenue with the East line of Lot 9, Block 6, Original Town of Schneider extended South; thence East 167.5 feet; thence South parallel to said East line extended a distance of 1274.57 feet to the centerline of 241st Avenue; thence Southwesterly along said center line 174.51 feet to the East line of said Lot 9, Block 6 extended South; thence North along said extended line 1326.43 feet to the point of beginning, in Lake County, Indiana. Key No. 2-5-11.