

93014282

This Indenture Witnesseth, That the Grantor Ronald R. Austgen

and Mary C. Austgen, his wife AKA Ronald Austgen and Mary Austgen

of the County of ... and State of Indiana ... sum of Ten and 00/100's ... Dollars (\$10.00) ... WARRANT unto MERCANTILE NATIONAL BANK OF INDIANA ... 19th day of November, 1990 ... described real estate in the County of LAKE and State of Indiana, to-wit:

SEE ATTACHED LEGALS DATED: JANUARY 26, 1993

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

FEB 18 1993

SEND TAX STATEMENTS TO: Ronald R. and Mary C. Austgen 801 E. Main Street Griffith, IN 46319

Auditor Lake County

SAHUEL CALICH RECORDER MAR 4 1 28 PM '93

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SUBJECT TO:

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 lease to commence in present or in future, 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 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, if 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, s. aforesaid have hereunto set their hands and seal, s. this 26th day of January, 1993

Ronald R. Austgen (SEAL) Mary C. Austgen (SEAL)

STATE OF INDIANA COUNTY OF LAKE I, ARLENE BANTA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ronald R. Austgen and Mary C. Austgen, his wife, are personally known to me to be the same person, s. whose name, s. are 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 26th day of January, A.D., 1993

My Commission Expires: APRIL 16, 1996 ARLENE BANTA Notary Public

THIS INSTRUMENT PREPARED BY JAMES S. JARVIS ONE IBM PLAZA, SUITE 4500 CHICAGO, ILLINOIS 60611

10346 1300

RECORD & RETURNS TO: MERCANTILE NATIONAL BANK OF INDIANA 5243 HOHMAN AVE., HAMMOND, IN 46320 ATTN: TRUST DEPT.

PROPERTY 1

1045 REDER ROAD, GRIFFITH, INDIANA - DATED: JANUARY 26, 1993

PARCEL 1

26-3-11

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING SOUTH OF THE CHESAPEAKE AND OHIO RAILROAD RIGHT OF WAY AND EASTERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO THE NORTHEAST CORNER OF SAID TRACT, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE PUBLIC HIGHWAY AND THE WEST LINE OF THE EAST 420.70 FEET OF THE SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 81 DEGREES EAST ALONG THE NORTH LINE OF SAID PUBLIC HIGHWAY, A DISTANCE OF 44.79 FEET; THENCE NORTH 2 DEGREES 26 MINUTES 14.5 SECONDS WEST ON THE WEST LINE OF THE EAST 376.20 FEET OF THE SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 223.74 FEET; THENCE NORTH 4 DEGREES 27 MINUTES 16 SECONDS WEST, A DISTANCE OF 107.06 FEET; THENCE NORTH 67 DEGREES 24 MINUTES 34.5 SECONDS WEST A DISTANCE OF 43.88 FEET TO THE WEST LINE OF THE EAST 420.70 FEET OF THE SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 2 DEGREES 16 MINUTES 21 SECONDS EAST ALONG THE WEST LINE OF SAID EAST 420.70 FEET OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 354.80 FEET TO THE PLACE OF BEGINNING ALL IN THE TOWN OF GRIFFITH IN LAKE COUNTY, INDIANA.

PARCEL 2

26-385-1

LOT 1, U-LOCK SUBDIVISION TO THE TOWN OF GRIFFITH, AS SHOWN IN PLAT BOOK 50, PAGE 25, IN LAKE COUNTY, INDIANA.



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26-1-3

## LEGAL DESCRIPTION

All that part of the North 1/2 of the Northeast 1/4 of Section 2, Township 35 North, Range 9 West of the Second Principal Meridian in the Town of Griffith, lying South of the 100-foot right of way of the Elgin, Joliet and Eastern Railroad and North of the 300-foot right of way of the Grand Trunk Railroad, except the East 1200 feet thereof, and except a triangular shaped parcel of land described as commencing at a point in the South line of said North 1/2 of the Northeast quarter that is 1200 feet West of the East line of said Northeast 1/4; thence Northward on a line parallel to and 1200 feet West of the East line of said Northeast 1/4 519.75 feet more or less to a point 1013.40 feet South of the North line of said Northeast 1/4; thence Southwestward in a straight line 679.29 feet to a point in the South line of said North 1/2 of the Northeast 1/4 that is 1637.36 feet West of the East line of said Northeast 1/4; being the intersection of said South line with the North line of the Grand Trunk Railroad; thence East on said South line of the North 1/2 of the Northeast 1/4 437.36 feet to the point of beginning, and also excepting real estate conveyed to LaSalle Steel Company, a Delaware Corporation, in Corporate Deed recorded August 28, 1980, as Document No. 596229, This Deed as follows: A tract of land in the North 1/2 of the Northeast 1/4 of Section 2, Township 35 North, Range 9 West of the Second Principal Meridian, in the Town of Griffith, lying South of the 100 foot right of way of the Elgin, Joliet and Eastern Railroad, more particularly described as beginning at a point on the North line of said Section 2, a distance of 1200 feet West of the Northeast corner of the Northeast 1/4 of said Section 2, said point of beginning being also the Northwest corner of Lot 1 of LaSalle Steel Company Subdivision No. 1 to the Town of Griffith, as same appears of record in Plat Book 44, page 37, in the Recorder's Office, Lake County, Indiana, thence South on a line which makes an angle of 90 Degrees 55 minutes 15 seconds measured West to South with the North line of said Section 2, a distance of 1013.40 feet (said line also being the West line and the West line extended South of aforescribed Lot 1, LaSalle Steel Company Subdivision No. 1), thence Southwesterly on a line which makes an angle of 139 Degrees 15 minutes 15 seconds measured North thru West to Southwest a distance of 467.39 feet, thence North on a line which is parallel to and 300 feet West of the aforescribed 1013.40 foot line and 1013.40 foot line projected Southerly, a distance of 1246.67 feet to a point 40 feet Southerly of the Southerly right of way line of Elgin, Joliet and Eastern Railroad, measured perpendicular thereto, thence Northeasterly on a line parallel to and 40 feet Southerly of the Southerly right of way line of the Elgin, Joliet and Eastern Railroad a distance of 171.2 feet to the East line of the Northwest quarter of the Northeast 1/4 of Section 2, Township 35 North, Range 9 West of the Second Principal Meridian; thence North on said East line of the Northwest 1/4 of the Northeast 1/4 a distance of 42.33 feet to the Southerly right of way line of the Elgin, Joliet and Eastern Railroad; thence Northeasterly along said Southerly right of way line of Elgin, Joliet and Eastern Railroad a distance of 62.01 feet to the North line of said Section 2, thence East along said North line of Section 2, a distance of 80.31 feet to the point of beginning, all in Lake County, Indiana.

PROPERTY 3  
LAKE DALE (LOTS 1&2)

3-201-102

LOTS 1 AND 2 IN LAKE ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 41, PAGE 5, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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PROPERTY 4  
405 COMMERCIAL, LOWELL, INDIANA

PARCEL 1

A PART OF LOT 30, CLARK'S ADDITION TO THE TOWN OF LOWELL, AS SHOWN IN MISCELLANEOUS RECORD A, PAGE 413, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 30, AND RUNNING THENCE EAST 48 FEET; THENCE NORTH 78 FEET; THENCE WEST 48 FEET; THENCE SOUTH 78 FEET TO THE POINT OF BEGINNING, EXCEPT THE SECOND STORY OF THE BUILDING LOCATED THEREON, AND EXCEPT THE NORTH 20 FEET THEREOF.

PARCEL 2

THE SECOND STORY OF A TWO STORY BRICK BUILDING, LOCATED ON THE PART OF LOT 30, CLARK'S ADDITION TO THE TOWN OF LOWELL DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 30 AND RUNNING THENCE EAST 72 FEET; THENCE NORTH 52 FEET; THENCE WEST 72 FEET; THENCE SOUTH 52 FEET TO THE POINT OF BEGINNING, IN THE TOWN OF LOWELL, AS SHOWN IN MISCELLANEOUS RECORD "A", PAGE 413, IN LAKE COUNTY, INDIANA.

PARCEL 3

PART OF LOT 30, CLARK'S ADDITION TO THE TOWN OF LOWELL, DESCRIBED AS: COMMENCING 48 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 30 IN CLARK'S ADDITION TO THE TOWN OF LOWELL, AND RUNNING THENCE EAST 24 FEET; THENCE NORTH 52 FEET; THENCE WEST 24 FEET; THENCE SOUTH 52 FEET TO THE PLACE OF BEGINNING, IN THE TOWN OF LOWELL, AS SHOWN IN MISCELLANEOUS RECORD "A", PAGE 413, IN LAKE COUNTY, INDIANA, EXCEPT THAT PART OF THE SECOND STORY BUILDING LOCATED THEREON.

KEY 4-27-41