

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 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 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 30th day of April, 1991, and known as Trust Number 540800, the following described real estate in the County of Lake and State of Indiana, to-wit:

See attached legal dated: January 27, 1993

FEB 18 1993

HAS ALREADY BEEN LISTED FOR TAXATION

Town of GRIFFITH 26-97-16 FEB 18 1993

SEND TAX STATEMENTS TO: RONALD R. AND MARY C. AUSTGEN 801 E. MAIN STREET GRIFFITH, IN 46319

Arlene Banta AUDITOR LAKE COUNTY

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STATE OF INDIANA / S.S. NO. LAKE COUNTY FILED FOR RECORDER MAR 4 1 18 PM '93 SAMUEL GRIFFITH RECORDER

SUBJECT TO:

TO HAVE AND TO HOLD this real estate with the appurtenances, uses, 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 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 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, s. aforesaid have hereunto set their hand, s. and seal, s. this 27th day of January, 19 93.

Ronald R. Austgen (SEAL)

Mary C. Austgen (SEAL)

STATE OF Indiana } COUNTY OF Lake } SS:

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 27th day of January, A.D., 19 93.

My Commission Expires:

Arlene Banta Notary Public

APRIL 16, 1996

THIS INSTRUMENT PREPARED BY

James S. Jarvis, One IBM Plaza, Suite 4500 Chicago, IL 60611

00347 130

PROPERTY 1
1002 REDER ROAD, GRIFFITH, INDIANA 47616

26-324-1

PARCEL 1

LOT 1, STAMPER'S FIRST ADDITION TO THE TOWN OF GRIFFITH, AS SHOWN IN PLAT BOOK 42, PAGE 27, IN LAKE COUNTY, INDIANA.

PARCEL 2

26-3-1 & 6

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF COLFAX AVENUE AND AUSTGEN ROAD (REDER ROAD), WHICH IS NORTH 45 DEGREES EAST 247.85 FEET FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE EASTERLY ALONG THE CENTER LINE OF AUSTGEN ROAD (REDER ROAD), 237.95 FEET; THENCE NORTH 235.5 FEET TO THE EAST LINE OF "SCHOOL LOT" CONVEYED IN DEED RECORD 41, PAGE 287; THENCE SOUTH 85 DEGREES 34 MINUTES 55 SECONDS WEST, 149.81 FEET TO THE CENTER LINE OF COLFAX AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF COLFAX AVENUE, 276 FEET TO THE POINT OF BEGINNING, IN THE TOWN OF GRIFFITH, LAKE COUNTY, INDIANA.

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STOP



PROPERTY 2
EAST MAIN STREET

PARCEL 1

26-137-9

LOTS 9 TO 19, BOTH INCLUSIVE, BLOCK 17, ORIGINAL TOWN OF GRIFFITH, AS SHOWN IN PLAT BOOK 2, PAGE 45, IN LAKE COUNTY, INDIANA, INCLUDING THE EAST 33 FEET OF THAT PART OF VACATED WOOD STREET LYING SOUTH OF THE SOUTH LINE OF MAIN STREET AND NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE JOLIET AND NORTHERN INDIANA RAILROAD AS EVIDENCED BY CONFIRMATORY RESOLUTION NO. 577, RECORDED APRIL 4, 1946 IN MISCELLANEOUS RECORD 407, PAGE 13, AND ALSO INCLUDING THE VACATED ALLEY IN SAID BLOCK 17 WHICH EXTENDS EASTERLY FROM WOOD STREET TO THE WEST LINE OF LOT 8, BLOCK 17, AS EVIDENCED BY CONFIRMATORY RESOLUTION NO. 524 RECORDED OCTOBER 19, 1942, IN MISCELLANEOUS RECORD 347, PAGE 137..

PARCEL 2

26-59-24+37

ALL THAT PORTION OF LOTS 45 TO 55, BOTH INCLUSIVE, BLOCK 1, DWIGGIN'S ADDITION TO THE TOWN OF GRIFFITH, INDIANA, LYING SOUTHEASTERLY OF A LINE DRAWN PARALLEL WITH AND 20 FEET SOUTHEASTERLY FROM THE CENTERLINE OF THE SOUTHEASTERLY MAIN TRACK OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, AS NOW LOCATED ACROSS SAID BLOCK 1, DWIGGIN'S ADDITION TO THE TOWN OF GRIFFITH, INDIANA, AND VACATED TRAVIS STREET ADJOINING SAID LOTS 45 TO 55, BOTH INCLUSIVE, ON THE SOUTH AND THE WEST 33 FEET OF THAT PART OF THE VACATED WOODS STREET LYING SOUTH OF THE SOUTH LINE OF MAIN STREET AND NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE JOLIET AND NORTHERN INDIANA RAILROAD AS EVIDENCED BY CONFIRMATORY RESOLUTION NO. 577, RECORDED APRIL 4, 1946 IN MISCELLANEOUS RECORD 407, PAGE 13, AND THAT PART OF THE VACATED ALLEY LYING BETWEEN LOTS 1 TO 6, BOTH INCLUSIVE, ON THE NORTH AND LOTS 51 TO 55, BOTH INCLUSIVE, ON THE SOUTH, AS EVIDENCED BY CONFIRMATORY RESOLUTION NO. 524 RECORDED OCTOBER 19, 1942 IN MISCELLANEOUS RECORD 347, PAGE 137.

PARCEL 3

26-59-1+31

ALL THAT PORTION OF LOTS 1 TO 6, BOTH INCLUSIVE, BLOCK 1, DWIGGIN'S ADDITION TO THE TOWN OF GRIFFITH, INDIANA, LYING SOUTHEASTERLY OF A LINE DRAWN PARALLEL WITH AND 20 FEET SOUTHEASTERLY FROM THE CENTERLINE OF THE SOUTHEASTERLY MAIN TRACK OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, AS NOW LOCATED ACROSS SAID BLOCK 1, DWIGGIN'S ADDITION TO THE TOWN OF GRIFFITH, INDIANA, IN LAKE COUNTY, INDIANA.

PROPERTY 3

PARCEL 1

12-19-4

LOT 4, EXCEPT THE WEST 510 FEET THEREOF, IN PON AND CO. HIGHWAY FARMS, IN THE TOWN OF ST. JOHN; AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 26, PAGE 82, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 15 FEET OF LOT 5 AND OVER THE SOUTH 15 FEET OF LOT 4, IN PON AND CO. HIGHWAY FARMS, IN THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 26, PAGE 82, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



PROPERTY 4

1620-1630 W. 49TH AVENUE, 4860-4870 GRANT STREET AND 4864-4868 GRANT STREET, GARY INDIANA 46401

319-27-22

THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN (EXCEPT THE WEST 1058.20 FEET THEREOF), ALL IN LAKE COUNTY, INDIANA.

PROPERTY 5

101 N. BROAD STREET, GRIFFITH, INDIANA
DATED: JANUARY 26, 1992



26-97-24, 25, 26

LOTS 16, 17, 18, 24 TO 29, BOTH INCLUSIVE, BLOCK 4, MANUFACTURER'S ADDITION TO GRIFFITH, AS SHOWN IN PLAT BOOK 2, PAGE 59, IN LAKE COUNTY, INDIANA.

*26-97-16 (TOWN OF GRIFFITH)
LOTS 16, 17, 18*