

This Indenture Witnesseth, That the Grantor
92016678

JEAN D. PIENTA

Fleming Realty

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, CONVEYS and WARRANTS 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 15th day of June, 1978 and known as Trust Number 3711, the following described real estate in the County of Lake and State of Indiana, to-wit:

Parcel 1 - See Exhibit A

Parcel 2 - A driveway easement for ingress and egress over and across the following described tract. See Exhibit B.

Subject to easements and restrictions, restrictive covenants and unpaid real estate taxes.

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

MAR 5 1993

MAR 16 11 11 AM '93
SARAH J. CULICH
RECORDER

TICOR STATE INSURANCE CO.
Crown Feed

Anna M. Anton
AUDITOR LAKE COUNTY
Document is NOT OFFICIAL!

SUBJECT TO

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein set forth 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, easements, and to subdivide 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 lease 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 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 aforesaid has hereunto set her hand and seal this 25th day of February, 1993.

Jean D. Pienta (SEAL) _____ (SEAL)
Jean D. Pienta

STATE OF Indiana }
COUNTY OF Lake } SS:

I, Joan E. Free love, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jean D. Pienta

personally known to me to be the same person whose name was subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 25th day of February A.D., 1993

My Commission Expires:
5/17/96

County of Residence - Lake Notary Public

THIS INSTRUMENT PREPARED BY
Under the direction of Jean D. Pienta

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LEGAL DESCRIPTION

EXHIBIT A

PARCEL I: Part of Tract #1 in Pebble Brooks, Phase, One, a Planned Unit Development, in the City of Crown Point, as per plat thereof, recorded in Plat Book 69 page 39, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the Westerlymost corner of said Tract #1, thence North 35 degrees 36 minutes 28 seconds East, along the Northwesterly line thereof, 45.00 feet; thence South 54 degrees 23 minutes 32 seconds East, parallel with the Southwesterly line of said Tract, 87.28 feet to a point on the curved Southeasterly line of said Tract; thence Southerly, along said curved Southeasterly line, on a curve concave to the East and having a radius of 68.0 feet, an arc distance of 37.93 feet to a point of intersection with the Southerly line of said Tract; thence North 86 degrees 12 minutes 01 seconds West, along the Southerly line of said Tract, 17.04 feet; thence North 54 degrees 23 minutes 32 seconds West, along the Southwesterly line of said Tract, 83.01 feet to the point of beginning.

EXHIBIT B

PARCEL II: A DRIVEWAY EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED TRACT: Part of Tract #1 in Pebble Brooks, Phase One, a Planned Unit Development, in the City of Crown Point, as per plat thereof, recorded in Plat Book 69 page 39, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the Westerlymost corner of said Tract #1; thence North 35 degrees 36 minutes 28 seconds East, along the Northwesterly line thereof, 45.00 feet; thence South 54 degrees 23 minutes 32 seconds East, parallel with the Southwesterly line of said Tract, 87.28 feet to a point on the curved Southeasterly line of said Tract, which point is the true point of beginning; thence North 54 degrees 23 minutes 32 seconds West, parallel to the Southwesterly line of said Tract, a distance of 30.00 feet; thence North 35 degrees 36 minutes 28 seconds East, a distance of 6.00 feet; thence Easterly to a point on the curved Southeasterly line of said Tract which is 16.00 feet Northeasterly from the point of beginning; thence Southwesterly, along said curved Southeasterly line, on a curve concave to the East and having a radius of 68.0 feet, an arc distance of 14.00 feet to the point of beginning.

END OF SCHEDULE A

#23-160-34