DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

MAIL TAX BILLS TO: Audrey R. Seberger, Trustee 910 Ridge Road, #402 Munster, IN 46321

MAR 2 6 1993

93019017

## DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantor, AUDREY R. SEBERGER, of Munster, Lake County, Indiana, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to AUDREY R. SEBERGER, as Trustee, under the provisions of that certain Trust Agreement dated the 29th day of April, 1992, and known as the Seberger Living Trust, the following described real estate in Lake County, Indiana, to-wit:

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to have and to hold the said real estate with the appurtanances, 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 the trustee to improve, manage, protect and subdivide the real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide the real estate as often as desired, to comeract to sell to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the 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 the Tousiee to donate, to dedicate, to mortgage, pledge or otherwise encumber the real estate, or any part thereof, to lease the real estate, or any part thereof, from time to time. In possession or reversion, by leases to commence in praesenti or in futureo, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise, the term of 198 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 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 the 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 the real estate or any part thereof, and to deal

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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 the Trustee or any successor in trust, in relation to the real estate, or to whom the real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the 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 the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee, or any successor in Chust Sin relation to the real estate shall be conclusive evidence in favor of every person (including the Registrar of Title of the County) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the well went thereof other vost created by this Indenture and by the Trust Agreement was inefull 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 the Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that the 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 AUDREY R. SEBERGER, jointly or individually, as Trustee, nor her successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything they or their agents or attorneys may do or omit to do in or about the real estate or under the provisions of this Deed or the Trust Agreement or any amendment thereto, or for injury to person or property happening in or about the real estate, any and all such liability being hereby expressly waived and Any contract obligation or indebtedness incurred or released. entered into by the Trustee in connection with the real estate may be entered into in the name of the then beneficiaries under the Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in her 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 the 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 the 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 the real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in AUDREY R. SEBERGER, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event AUDREY R. SEBERGER is unable to or refuses to act as Trustee, for any reason, then and in such event, JOHN M. O'DROBINAK shall serve as Successor Trustee. In the event both AUDREY R. SEBERGER and JOHN M. D'DROBINAK are unable to or refuse to act as Trustee, for any reason, then and in such event, DONNA R. CLUSSERATH and TIRRE MOMAHON craftheesury is them, shall serve as Successor Trustee. Lake County Recorder!

IN WITNESS THEREOF, the Party hereto has set her hand and seal this 3rd day of February, 1993.

AUDREY R. SEBERGER

STATE OF INDIANA

COUNTY OF LAKE

I, GLORIA J. DENO, a Notary Public in and for said County and State, do hereby certify that AUDREY R. SEBERGER, personally known o be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 3rd day of February, 1993.

My Commission Expires: 11/28/93

GLORIA J. DENO, Notary Public Resident of Lake County, Indiana

Document Prepared By: John M. O'Drobinak, Attorney at Law, 5240 Fountain Drive, Suite J, Crown Point, Indiana 46307, (219) 738-2292

### EXHIBIT "A"

# PARCEL ONE:

The East 575 feet of the North 1320.18 feet of the Northwest Quarter of Section 12, Township 35 North, Range 10 West of the Second Principal Meridian, excepting the North 608 feet thereof and also excepting the South 37 feet thereof, all in the Town of Dyer, Lake County, Indiana.

Key No. 14-5-3

### PARCEL TWO:

The East 575 feet of the Southeast Quarter of the Fractional Northwest Quarter of Section 12, Township 35 North, Range 10 West of the 2nd Principal Meridian, excepting the South 150.05 feet thereof and also excepting the North 33 feet thereof, all in the Town of Dyer, Lake South Indianahe property of

Key No. 14-5-8 the Lake County Recorder!

### PARCEL THREE:

The South 195 feet of North 475.45 feet of that part lying between the center line of U.S. Route 141 and the C. I. and L. Railroad in West half of Southeast quarter of Section 12, Township 35 North, Range 10 West of the Second Principal Meridian, in the Town of Dyer, Lake County, Indiana, except the South 60 feet thereof deeded to the Town of Dyer for street burposes by Deed dated December 27, 1956 and recorded April 6, 1957, in Deed Record 1056, page 561.

Key No. 14-8-33

### PARCEL FOUR:

Apartment unit designed as apartment number 402, in Sandoak Horizontal Property Regime recorded as Document No. 806730 on the 11th day of June, 1985, in the Office of the Recorder of Lake County, Indiana, as amended, together with the undivided interest appertaining to said apartment unit in the common and limited common areas and facilities, which Apartment Unit and undivided interest shall be subject to all of the provisions and use restrictions set forth in the Declaration of Condominium, and the Articles of Incorporation, By-Laws, and Pules and Pegulations of the Sandoak Condominium Association, Inc., and the laws of the State of Indiana, including without limitation, restrictions in ise of the Apartment for residential purposes this and principle certain pets.

Fey No. 28-491-30

### PARCEL FIVE:

The North 909.96 feet of the South 1149.96 feet of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 33 North, Range 9 West of the 2nd Principal Meridian, in the Town of Lowell, Lake County, Indiana, except the East 1035 feet by parallel lines of said 1/4 1/4 Section.

Key No. 4-1-3

### PARCEL SIX:

The East 1035 feet, except the South 240 feet thereof, of the East 2 of the South 2 of the North Hof the North Range 9 West of the 2nd Principal Meridian, in the Town of Lowell, Take County, Indiana.

Key No. 14-1-16 This Document is the property of the Lake County Recorder!

#### PARCEL SEVEN:

The Southeast & of the Northeast & except the East 5 acres thereof; the East 3-1/2 acres of the Southwest 1/4 of the Northeast 1/4 and the North 10 rods of the Northeast 1/4 of the Southeast 1/4, except the West 20 rods; South 240 feet of the East 1/2 of the South 1/2 of the North of the Northeast all in Section 23, Township 33 North, Range 9 West of the 2nd Principal Meridian in Lake County, Indiana; also excepting a parcel of law lying in the Southeast Quarter of the Northeast Quarter of Section 23. Township 33 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 23; thence East, along the South line of the Southeast Quarter of the Northeast Quarter of said Section 23, a distance of 257 feet to the point of beginning; thence North, at right angles to the last described line, a distance of 222 feet; thence East, parallel to the South line of the Southeast Quarter of the Northeast Quarter of said Section 23, a distance of 200 feet; thence South at right angles to the last described line, a distance of 222 feet to a point on the South line of the Southeast Quarter of the Northeast Quarter of said Section 23,; thence West, on said South line, a distance of 200 feet to the point of beginning, containing 1.019 acres, more or less, all in the Town of Lowell, Lake County, Indiana. The total parcel contains 49 acres more or less.

Key No. 4-1-13 and 4-7-7