

93056273

This Indenture Witnesseth

That the Grantor FGS ENTERPRISES, INC., an Indiana corporation

of the County of Porter and State of Indiana for and in consideration of Ten Dollars, and other good and valuable considerations in hand paid, Convey s and Warrant s unto LAKE COUNTY TRUST COMPANY, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 7th day of June 19 93, known as Trust Number 4439, the following described real estate in the County of Lake and State of Indiana, to-wit:

Key # 9-306-4

Part of the Southeast 1/4 of the Northwest 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, described as follows: Commencing at the Southeast corner of said tract; thence North along the East line of said tract 485.38 feet to the place of beginning; thence West parallel to the south line of said tract 537.4 feet; thence Northeasterly 240 feet to a point which is 654.88 feet North of and 371.41 feet West of the Southeast corner of said tract; thence East parallel to the south line of said tract 377.41 feet; thence South along the East line of said tract 145.50 feet to the place of beginning excepting the West 50 feet of the East 90 feet of said tract.



Aug 27 1 31 PM '93
STATE OF INDIANA/S.S.N.O.
LAKE COUNTY
FILED FOR RECORD

Chicago Title Insurance Company

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 forth 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 redivide 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, or any part thereof, from time to time, in possession or reversion, by leases to commence in presents 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 or times hereafter.

The conveyance is made upon the express understanding and condition that neither Lake County Trust Company 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 persons 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.

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 the 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 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 the 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.

In Witness Whereof, the grantor s aforesaid have hereunto set their hand s and seal s this 27th day of July 19 93

FGS ENTERPRISES, INC. ATTEST:
By: Dale W. Florence, President Janet M. Dommer, Secretary

This instrument was prepared by: George W. Carberry, Attorney at Law, 8585 Broadway, Suite 600, Merrillville, Indiana 46410

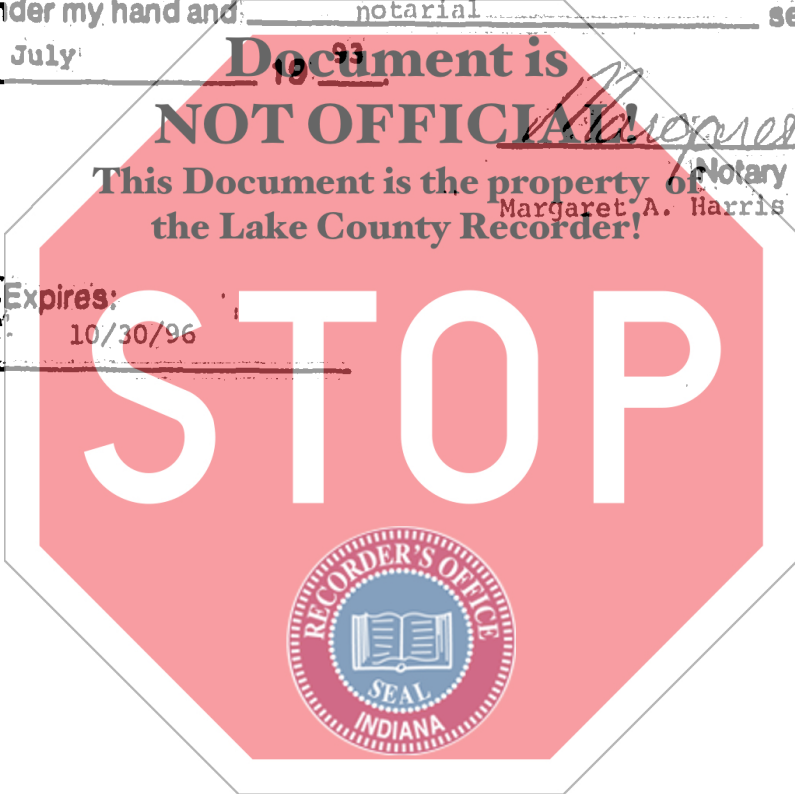
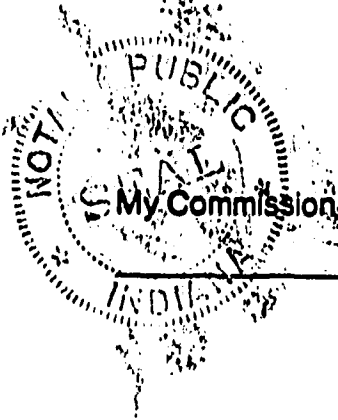
STATE OF INDIANA

County of PORTER } SS.

I, Margaret A. Harris a Notary Public in and for said County, in the State aforesaid, do hereby certify that DALE W. FLORENCE and JANET M. DOMMER, president and secretary, respectively, of FGS ENTERPRISES, INC.

personally known to me to be the same person as 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 their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of July



Margaret A. Harris
Notary Public
Margaret A. Harris

TRUST NO. _____

Deed in Trust

WARRANTY DEED

TO



LAKE COUNTY TRUST COMPANY

TRUSTEE

PROPERTY ADDRESS

Vertical lines for property address information.