

MAIL TAX BILLS TO:  
Lake County Trust Company  
2200 North Main St.  
Crown Point, IN. 46307

**CORPORATE WARRANTY DEED**

**94026232**

**THIS INDENTURE WITNESSETH THAT** the CALUMET NATIONAL BANK, a national banking association (hereinafter the "Grantor"), **CONVEYS AND WARRANTS** to LAKE COUNTY TRUST COMPANY, a corporation of Indiana, as Trustee under the provisions of a Trust Agreement known as Trust No. 4528 (hereinafter the "Grantees"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate situated in Lake County, in the State of Indiana, to-wit:

Lots 14 and 15, Block 12, subdivision of the East part of the North Side Addition to the City of Hammond, as shown in Plat Book 1, page 97, in Lake County, Indiana.

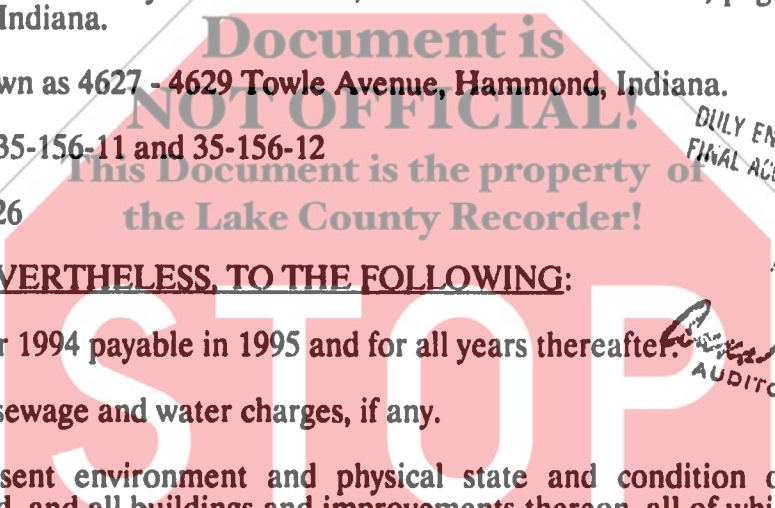
Commonly known as 4627 - 4629 Towle Avenue, Hammond, Indiana.

Tax Key Nos.: 35-156-11 and 35-156-12

Tax Unit No.: 26

**SUBJECT, NEVERTHELESS, TO THE FOLLOWING:**

1. Taxes for 1994 payable in 1995 and for all years thereafter.
2. Unpaid sewage and water charges, if any.
3. The present environment and physical state and condition of the real estate described, and all buildings and improvements thereon, all of which Grantee hereby accepts "as is", including, but not limited to, the existence of pollutants or other toxic or hazardous substances or waste, including any solid, liquid, gaseous or thermal substance, irritant or contaminant, as any of such may now be or hereafter defined by any federal, state or local law, ordinance or regulation. Grantee, its successors and assigns (together the "Grantee") by acceptance of the delivery of this Deed and the recording hereof, agree to defend, indemnify and hold harmless Grantor, its directors, officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns (together the "Grantor"), from and against any and all claims, demands, judgments, damages, actions, causes of action, injuries, administrative orders, consent agreements and orders, liabilities, penalties, costs and expenses of any kind whatsoever, including claims arising out of loss of life, injury to persons, property, or business or damage to natural resources in connection with the activities of Grantee, its predecessors in interest and the predecessors in interest of Grantor, third parties who have trespassed on the described real estate, or parties in a contractual relationship with Grantor or Grantee, or any of them, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of any of the foregoing (and excepting therefrom only the acts or omissions of Grantor which are the sole cause of any such liabilities), which:



DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

APR 6 1994

*James M. Antone*  
AUDITOR LAKE COUNTY

Chicago Title Insurance Company

1300  
Ck

- a. Arise out of the actual, alleged or threatened discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic or hazardous substances or waste, including any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and water (including materials to be recycled, reconditioned or reclaimed); and
- b. Actually or allegedly arise out of the use or inclusion of any product, material or process containing chemicals, the failure to detect the existence or proportion of chemicals in the soil, air, surface water or groundwater, or the performance or failure to perform the abatement of any pollution source or the replacement or removal of any soil, water, surface water, or groundwater containing chemicals.

The Grantee, its successors and assigns, shall bear, pay and discharge when and as the same become due and payable, any and all judgments or claims for damages, or penalties against Grantor described in the immediately preceding paragraph, shall hold Grantor harmless against those judgments or claims, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, or entities, political subdivisions or government agencies arising out of any of the occurrences set forth herein, including, but not limited to, any attorneys' and expert witness fees, and all other costs and expenses incurred by Grantor, beginning on the date that any violation of environmental laws, regulations, ordinances or orders are discovered or claimed and throughout the duration of any such claim, suit, action and clean-up through and including the completion of all payments and procedures required to correct that situation, however long it takes.

4. All covenants, easements, rights of way, building lines, highways, roads, streets, alleys and other restrictions of beneficial use and enjoyment of record, and all facts and matters affecting legal and equitable ownership and possession of the real estate which would be, or should have been, revealed and disclosed by an accurate survey of the real estate described above; all judgments against Grantee; and all encumbrances arising out of the acts or omissions of Grantee.

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 resubdivide 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, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in presenti 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 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 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.

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 this 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 this 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.

The undersigned persons executing this Deed represent and certify on behalf of Grantor that each of the undersigned is a duly elected officer of Grantor and has been fully empowered by proper resolution of Grantor to execute and deliver this Deed; that Grantor has full corporate capacity to convey the real estate described; that all necessary corporate action for the making of this conveyance has been duly taken; and that **THERE IS NO INDIANA GROSS INCOME TAX DUE AT THIS TIME AS A RESULT OF THIS CONVEYANCE.**

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 31<sup>st</sup>  
day of March, 1994.

CALUMET NATIONAL BANK

By: *Terrence J. Farrell*

Printed Name: Terrence J. Farrell

Title: Senior Vice President

ATTESTED:

By: *Art R. Russell*

Printed Name: Art R. Russell

Title: Mortgage Loan Officer

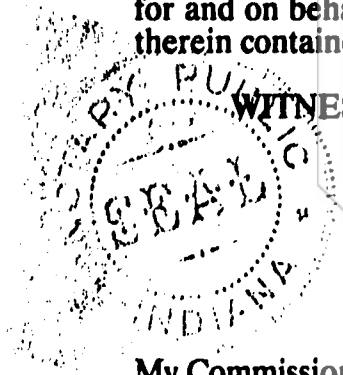
STATE OF INDIANA

COUNTY OF LAKE

Document is  
**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Terrence J. Farrell and Art R. Russell, the Senior Vice President and Mortgage Loan Officer, respectively, of CALUMET NATIONAL BANK, who acknowledged the execution of the foregoing Deed for and on behalf of Grantor and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 31<sup>st</sup> day of March, 1994.



*Kathy E. Cwick*  
Notary Public

Printed Name: KATHY E. CWICK

My Commission Expires:

5-11-97

County of Residence:

Porter

This Instrument prepared by Glenn R. Patterson, Esq., Singleton, Crist, Patterson, Austgen & Lyman, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321