

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

95 JUN -6 AM 10:37

JUN 6 1995

RECORDER

SAM ORLICH
AUDITOR LAKE COUNTY

SEND TAX STATEMENTS TO:
95031747

Leroy Newt and Barbara Jean Absher.

125 Juniper Drive

Schererville, IN 46375

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TRUSTEE'S DEED

THIS INDENTURE WITNESSETH, that NBD BANK, N.A., F/K/A INB NATIONAL BANK, F/K/A INB NATIONAL BANK NORTHWEST, F/K/A/ LOWELL NATIONAL BANK, as Trustee, under the provisions of a Trust Agreement dated October 20, 1978 and known as Trust Number 45 in, Lake County, in the State of Indiana, conveys, releases and quit-claims to:

Leroy Newt Absher and Barb Jean Absher, Husband and Wife

of LAKE County, State of INDIANA, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Lake County, in the State of Indiana, to wit:

Lot 31, except the Southwesterly 50.0 feet by parallel lines thereof, in Plum Creek Village 3rd Addition, Block 3, to the Town of Schererville, as shown in Plat Book 48, Page 43 in the Office of the Recorder of Lake County, Indiana

13-279-40

Also known as: 125 Juniper Drive, Schererville, Indiana

Subject to:

- (1) 1993 payable 1994 and all subsequent real estate taxes for the Real Estate;
- (2) Public utility easements that do not interfere with the reasonable use of the Real Estate;
- (3) Restrictions and easements set forth on the recorded plat of subdivision, including, but not limited to, a forty (40) foot building line affecting the Northwesterly forty (40) feet of the Real Estate, a ten (10) foot utility easement affecting the Southeasterly ten (10) feet of the Real Estate, a twenty (20) foot easement affecting the Northeasterly twenty (20) feet of the Real Estate, and the restrictions that are attached hereto as Exhibit A and are incorporated herein by reference;
- (4) Terms and conditions of the Party Wall Agreement effecting the Real Estate that is recorded in the Office of the Recorder of Lake County, Indiana as Document No. 93041510; and
- (5) Zoning and building ordinances affecting the Real Estate.

It is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by NBD Bank, N.A., formerly known as Gainer Bank, N.A. Successor by Merger to Gary National Bank, Hoosier State Bank, The Commercial Bank, and Northern Indiana Bank and Trust, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the NBD Bank, N.A., or it's Successive Interests on account hereof, or on account of any covenant, undertaking,

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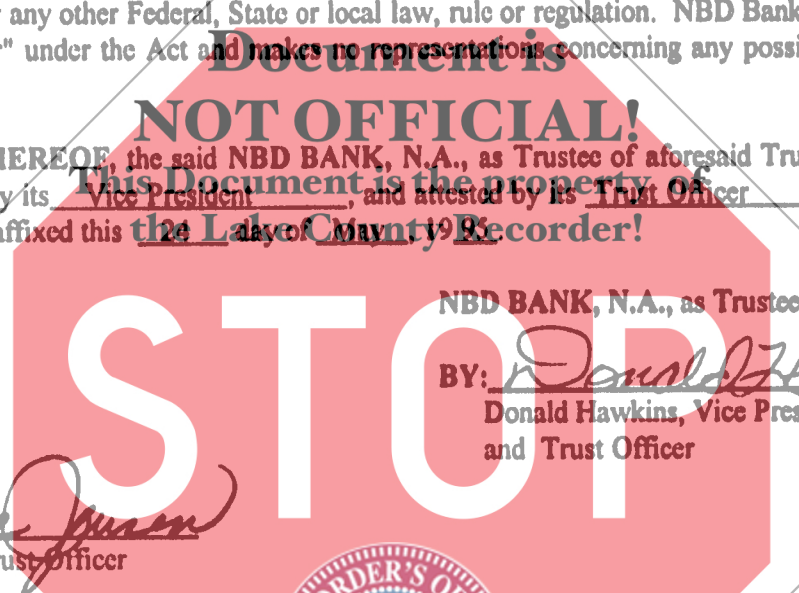
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representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

It is further understood that the aforesaid Trustee has no right or power whatsoever to manage, control or operate the associated property in any way or to any extent and is not entitled at any time to share or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of the property or any lease or sale or any disposition thereof.

It is also understood and agreed that said Trustee merely holds naked title to the property, and that nothing contained herein shall be construed as creating any liability on NBD Bank, N.A., or its Successive Interests, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. NBD Bank, N.A., personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects.

IN WITNESS WHEREOF, the said NBD BANK, N.A., as Trustee of aforesaid Trust has caused this Deed to be signed by its Vice President, and attested by its Trust Officer, and its corporate seal to be hereunto affixed this 24 day of May, 1995.



NBD BANK, N.A., as Trustee

BY: Donald Hawkins
Donald Hawkins, Vice President
and Trust Officer

ATTEST:

Christine Jensen
Christine Jensen, Trust Officer

STATE OF Indiana, COUNTY OF Lake

Before me, a Notary Public, in and for said County and State, this 24 day of May, 1995, personally appeared Donald Hawkins, Vice President and Trust Officer and Christine Jensen, Trust Officer of NBD BANK N.A., Merrillville, Indiana, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation as Trustee.

GIVEN under my hand and notarial seal this 24 day of May, 1995.

John B. Cisielecki
Notary Public

My Commission Expires: 1-10-97
County of Residence: LAKE