

DEED IN TRUST

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THE GRANTOR, William C. Kennedy, as Trustee u/t/a
dtd the 1st day of May 1994 Trust No. 5194,
of the County of Lake and State of Indiana

for and in consideration of Ten and 00/100 (\$10.00)-----
DOLLARS, and other good and valuable considerations in hand paid,
CONVEYS and
~~GRANTS~~ QUIT CLAIMS*) unto

Kilkenny Estates, Inc., an Indiana corporation,

(Name and Address of Grantee)

as Trustee under the provisions of a trust agreement dated the 1st
day of March, 1995, and known as
Trust Number 3195 (hereinafter referred to as "said trustee,"
regardless of the number of trustees,) and unto all and every successor or
successors in trust under said trust agreement, the following described real
estate in the County of Lake and State of Indiana, to wit:

See Rider 1 and Rider 2 attached hereto and hereby made a part hereof.

Permanent Real Estate Index Number(s): 12-38-12 Exempt transaction

Address(es) of real estate: _____

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 are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, street, highways or alleys; 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 praesenti 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.

95066980

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

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NOT OFFICIAL!
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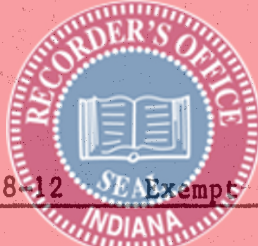
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SAM ORLICH
AUDITOR LAKE COUNTY

Above Space for Recorder's Use Only

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD



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CS 16/10

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.

If the title to any of the the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor _____ hereby expressly waive _____ and release _____ any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor _____ aforesaid ha _____ hereunto set _____ hand _____ and seal _____ this _____ day of _____, 1995.

_____ (SEAL) _____, as Trustee, u/t/a dtd. _____ the 1st day of May, 1994. Trust 5194 (SEAL)

By William C. Kennedy

William C. Kennedy

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

William C. Kennedy
_____ is
personally known to me to be the same person _____ whose name _____ is _____ subscribed
to the foregoing instrument, appeared before me this day in person, and acknowledged that
_____ he _____ signed, sealed and delivered the said instrument as _____ his
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of
the right of homestead.

Given under my hand and official seal, this 28th day of September 1995

Commission expires 6-15 1998 Denise M. Walsh
NOTARY PUBLIC Denise M. Walsh

This instrument was prepared by _____
(Name and Address)

*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

MAIL TO: { Kilkenny Estates, Inc.
(Name)
c/o 7024 Olcott Ave.
(Address)
Hammond, IN 46323
(City, State and Zip)

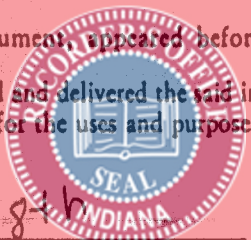
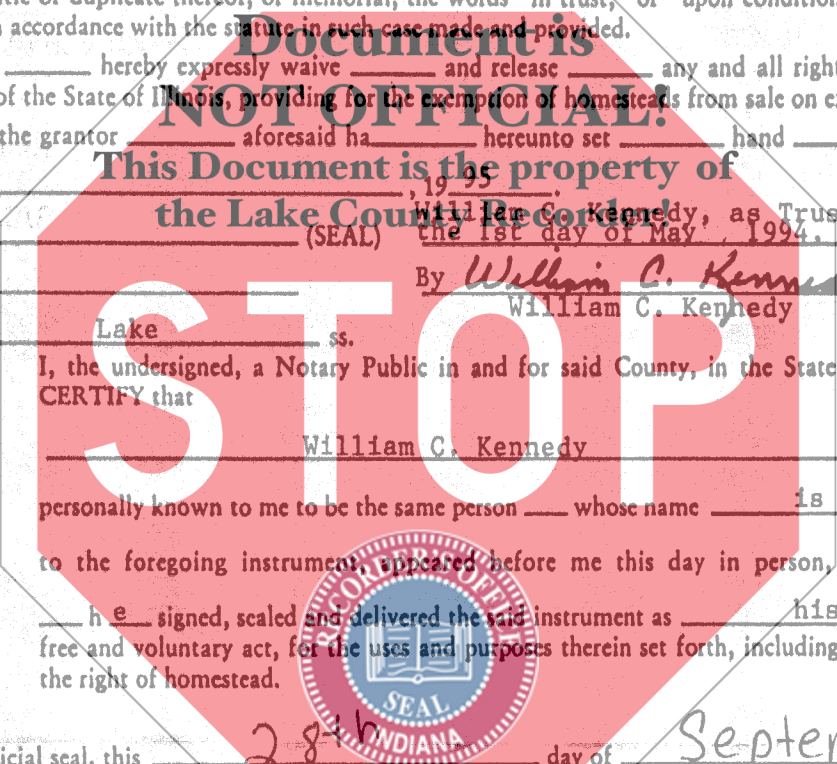
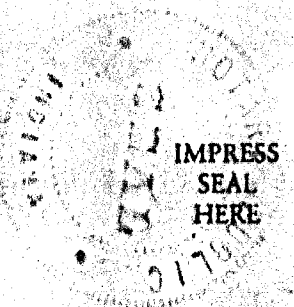
SEND SUBSEQUENT TAX BILLS TO:

(Name)

(Address)

(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. _____



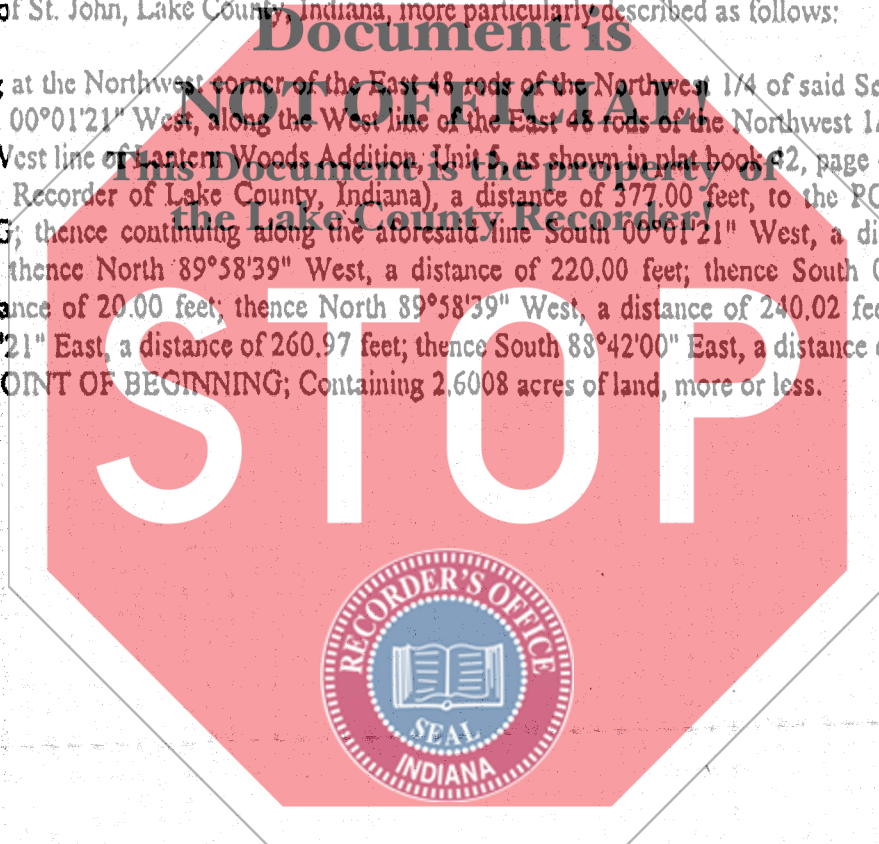
RIDER 1

LEGAL DESCRIPTION OF REAL ESTATE:

SPLIT FROM KEY 12-38-21

A parcel of land lying within Section 30, Township 35 North, Range 9 West, of the 2nd P.M., all in the Town of St. John, Lake County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the East 48 rods of the Northwest 1/4 of said Section 30; thence South $00^{\circ}01'21''$ West, along the West line of the East 48 rods of the Northwest 1/4 of said section 30 (West line of Eastern Woods Addition, Unit 5, as shown in plat book #2, page 49, in the office of the Recorder of Lake County, Indiana), a distance of 377.00 feet, to the POINT OF BEGINNING; thence continuing along the aforesaid line South $00^{\circ}01'21''$ West, a distance of 230.71 feet; thence North $89^{\circ}58'39''$ West, a distance of 220.00 feet; thence South $00^{\circ}01'21''$ West, a distance of 20.00 feet; thence North $89^{\circ}58'39''$ West, a distance of 240.02 feet; thence North $00^{\circ}01'21''$ East, a distance of 260.97 feet; thence South $88^{\circ}42'00''$ East, a distance of 460.13 feet, to the POINT OF BEGINNING; Containing 2.6008 acres of land, more or less.



RIDER 2

TO HAVE AND TO HOLD the said real estate 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 real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide 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 leases to commence in present 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 108 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 easement 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 KILKENNY ESTATES, INC., 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 KILKENNY ESTATES, INC., of Indiana the entire legal and equitable title in fee simple, in and to all of the real estate above described.