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THIS INDENTURE WITNESSETH, that MERCANTILE NATIONAL BANK OF INDIANA, as Trustee, under the provision of a Trust Agreement dated January 1, 1970, and known as Trust Number 2817 does hereby grant, bargain, sell and convey to:

KILKENNY ESTATES, INC., AN INDIANA CORPORATION, AS TRUSTEE, UNDER TRUST AGREEMENT DATED MARCH 1, 1995, AND KNOWN AS TRUST NUMBER 3195

of LAKE County, State of INDIANA, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in LAKE County, State of INDIANA, to-wit:

RIDER 1 IS ATTACHED HERETO AND FORMING A PART HEREOF.

Subject to the following restrictions:

JULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

General real estate taxes for 1994 and subsequent years and to conditions and restrictions of record.

NOV 02 1995

Subject to:

SAM ORLICH
AUDITOR LAKE COUNTY

RIDER 2 IS ATTACHED HERETO AND FORMING A PART HEREOF.

Permanent Real Estate Index Number: 92-39-12

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This Deed is executed pursuant to, and in the exercise of, the power and authority granted to and vested in the said Trustee by the terms of said Deed or Deeds in Trust delivered to the said Trustee in pursuance of the Trust Agreement dated January 1, 1970, and known as Trust Number 2817, and subject to all restrictions of record.

IN WITNESS WHEREOF, the said MERCANTILE NATIONAL BANK OF INDIANA, as Trustee, a Corporation, has caused this Deed to be signed by its TRUST OFFICER and attested by its TRUST OFFICER and its corporate seal to be hereunto affixed this 28th day of September, 1995.

95066981



MERCANTILE NATIONAL BANK OF INDIANA, as Trustee,

By: Christopher W. Yugo
TRUST OFFICER

ATTEST:

STATE OF INDIANA, COUNTY OF LAKE

Before me, a Notary Public, in and for said County and State, this 28th day of September, 1995, personally appeared CHRISTOPHER W. YUGO and DAVID FORBES and DAVID FORBES of MERCANTILE NATIONAL BANK OF 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 28th day of September, 1995.

My Commission Expires:

Gwendalin M. Miller
Notary Public

My Commission Expires: February 19, 1999

County of Residence:

County of Residence: LAKE

Mail Tax Statements To:

MAIL TO: William C. Kennedy, 7024 Olcott Avenue, Hammond, IN. 46323

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
95 NOV 2 11 55 AM
MARGARET D. ROBERTS
CLERK

000231

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14.00

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JANUARY 1, 1970, AND KNOWN AS TRUST NUMBER 2817.

RIDER 1

LEGAL DESCRIPTION OF REAL ESTATE:

A parcel of land lying within Sections 19 and 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:

SPLIT FROM KEY 12-38-12 & 12-45-1

Commencing at the Northwest corner of the East 48 rods of said section 30, said point being the POINT OF BEGINNING; 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 (said line also being the west line of Lantern Woods Addition, Unit 5, as shown in plat book 42, page 49, in the office of the recorder of Lake County, Indiana), a distance of 377.00 feet; thence North $88^{\circ}42'00''$ West, a distance of 460.13 feet; thence South $00^{\circ}01'21''$ West, a distance of 260.97 feet; thence North $89^{\circ}58'39''$ West, a distance of 19.98 feet; thence North $00^{\circ}01'21''$ East, a distance of 679.29 feet, to the beginning of a curve, concave Southeasterly, having a radius of 410.00 feet and a central angle of $91^{\circ}16'39''$, thence Northerly along the arc of said curve to the right, a distance of 653.17 feet, said arc subtended by a chord which bears North $45^{\circ}39'40''$ East, a distance of 586.26 feet to the curve's end; thence South $88^{\circ}42'00''$ East, a distance of 439.89 feet; thence South $07^{\circ}34'47''$ East, a distance of 202.43 feet; to a point of intersection with a non-tangent curve, concave Northerly, having a radius of 140.00 feet and a central angle of $23^{\circ}52'24''$, thence Easterly along the arc of said curve to the left, from which the local tangent at the beginning point bears South $88^{\circ}42'00''$ East, a distance of 58.33 feet, said arc subtended by a chord which bears North $79^{\circ}21'48''$ East, a distance of 57.91 feet to the point of intersection with a non-tangent line; thence South $22^{\circ}34'24''$ East, a distance of 260.00 feet; to a point of intersection with a non-tangent curve, concave Northerly, having a radius of 400.00 feet and a central angle of $23^{\circ}52'24''$, thence Southwesterly along the arc of said curve to the right, from which the local tangent at the beginning point bears South $67^{\circ}25'36''$ West, a distance of 166.67 feet, said arc subtended by a chord which bears South $79^{\circ}21'48''$ West, a distance of 165.46 feet to the curve's end; said point lying on the North line of said section 30 (North line of Lantern Woods Addition, Unit 5), thence North $88^{\circ}42'00''$ West, along the aforesaid North line, a distance of 400.00 feet, to the POINT OF BEGINNING; Containing 13.3501 acres of land, more or less.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JANUARY 1, 1970, AND KNOWN AS TRUST NUMBER 2817.

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 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, 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 matters 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.