

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

JAN 31 1996

DEED IN TRUST

SAM ORLICH

THE GRANTORS, ROBERT R. MCFADDEN and JUSTINE M. MCFADDEN,

married to each other, of the City of St. John, State of Indiana, for and in consideration of Ten and No/100 Dollars, and other good and valuable considerations in hand paid, Convey and Warrant to ROBERT R. MCFADDEN, 8999 Franklin Drive, St. John, Indiana 46373 as trustee, under the provisions of a declaration of trust dated December 16, 1995 and to all and every successor or successors in trust under the trust agreement, the following described real estate in Lake County, Indiana:

LOT 142, IN SCHILLTON HILLS UNIT 5, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 76 PAGE 05, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Common Address: 8999 Franklin Drive, St. John, Indiana 46373

Real estate index number: 22-12-172-2

TO HAVE AND TO HOLD the interest hereby conveyed unto the grantee hereunder, in fee simple, forever, to the end that the property shall be held by ROBERT R. MCFADDEN as trustee, under the provisions of a declaration of trust dated December 16, 1995, and to all and every successor or successors in trust under the trust agreement.

TO HAVE AND TO HOLD the premises with the appurtenances of the trusts and for the uses and purposes set forth in this deed and in the trust agreement.

Full power and authority are granted to the trustee to improve, manage, protect, and subdivide the premises or any part thereof; to dedicate parks, streets, highways, or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to

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LAKE COUNTY
RECORDER OF DEEDS

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LAKE COUNTY
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contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey the premises or any part thereof to a successor or successors in trust and to grant such successor or successors in trust all of the title, estate, powers, and authorities vested in the trustee; to donate, to dedicate, to mortgage, pledge, or otherwise encumber the 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 present or in future, 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 to amend, change, or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make 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 the premises or any part thereof; and to deal with the 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 it, whether similar to or different from the ways above specified, at anytime or times after the date of this deed.

In no case shall any party dwelling with the 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 the trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the 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 the trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease, or other instrument executed by the trustee in relation to the 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 deed and by the trustee agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trust, conditions, and limitations contained in this deed and in the trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that the 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 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, her, 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 dispositions of the real estate, and such interest is declared to be personal property, and no beneficiary shall have any title or interest, legal or equitable, in or to the real estate as such, but only an interest in the earnings, avails, and proceeds thereof.

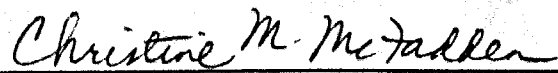
If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance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

The Grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Indiana, providing for the exemption of homesteads from sale on execution or otherwise.

The Grantors have signed this deed on December 16, 1995.



ROBERT R. MCFADDEN

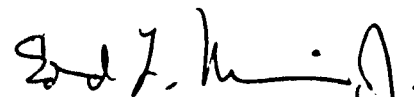


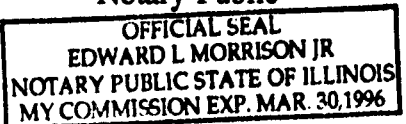
CHRISTINE M. MCFADDEN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public for the County and State above, do hereby certify that ROBERT R. MCFADDEN and CHRISTINE M. MCFADDEN, married to each other, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me on the date below 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, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this 16th day of December, 1995.



Notary Public


Deed Prepared By/
Mail Recorded Deed To:

Edward L. Morrison, Jr.
21141 Governors Highway
Suite 204
Matteson, IL 60443
708-747-6700
708-481-6770 (Facsimile)

Mail Tax Bills To:

Robert R. McFadden and Christine M. McFadden
8999 Franklin Drive
St. John, IN 46373