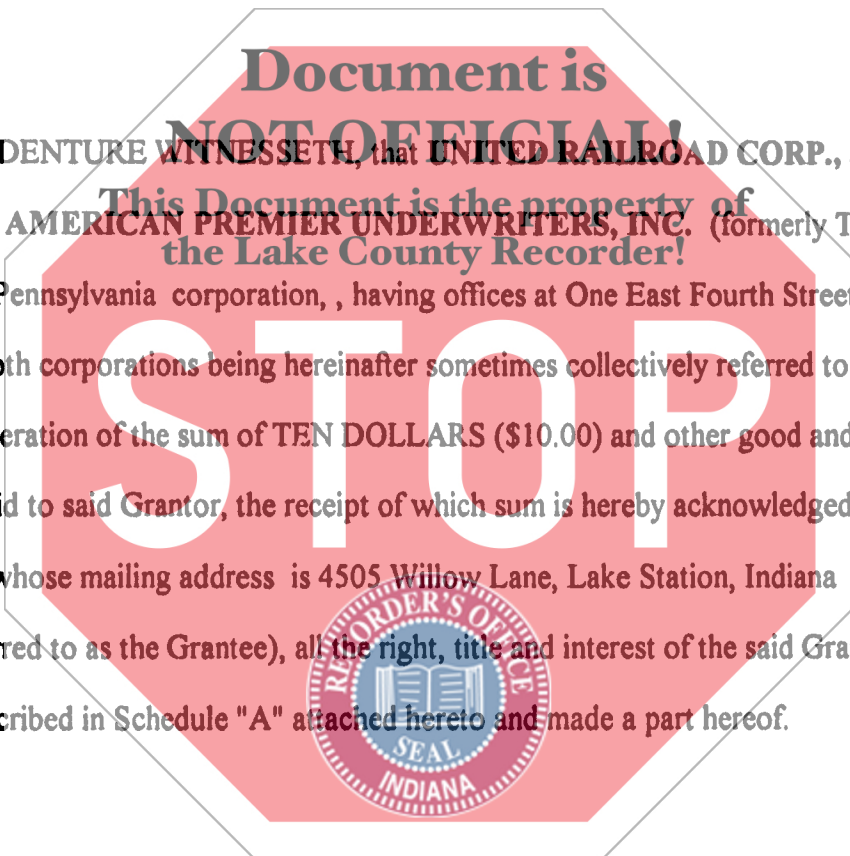


QUITCLAIM DEED - INDIANA

96067722

THIS INDENTURE WITNESSETH, that UNITED RAILROAD CORP., a Delaware corporation, and AMERICAN PREMIER UNDERWRITERS, INC. (formerly The Penn Central Corporation), a Pennsylvania corporation, , having offices at One East Fourth Street, Cincinnati, Ohio 45202 (both corporations being hereinafter sometimes collectively referred to as the Grantor), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to said Grantor, the receipt of which sum is hereby acknowledged, quitclaims to Sylvia J. Sink, whose mailing address is 4505 Willow Lane, Lake Station, Indiana 46405, (hereinafter referred to as the Grantee), all the right, title and interest of the said Grantor of, in and to the premises described in Schedule "A" attached hereto and made a part hereof.



MISSOURI RECORDERS ASSOCIATION

95 OCT 19 PM 2:07

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

OCT 10 1996

SAM ORLICH AUDITOR LAKE COUNTY

000780

ck # 16063 20 93

## SCHEDULE "A"

SPLIT 50-111-47

**ALL THAT PARCEL** of land, ninety-nine (99) feet wide, situate in the City of Lake Station, County of Lake, State of Indiana, being part of Section 24, Township 36 North, Range 8 West, and being all of the right, title and interest of the Grantor herein and to all those certain pieces or parcels of land and premises, easements, rights-of-way and any other rights of any kind whatsoever appurtenant thereto or used in conjunction therewith on and along that property of the former Joliet and Northern Indiana Railroad Company (predecessor of said Grantor), described as follows:

**BEGINNING** at the centerline of State Street as extended across the right-of-way of said railroad through a point in the centerline thereof at Railroad Valuation Station 123+00, more or less; thence extending in a Southwesterly direction along the centerline of said railroad a distance of 2,200 feet, more or less, to the Westerly prolongation of the centerline of vacated 33rd Street extended across the right-of-way of said railroad through a point in the centerline thereof at Railroad Valuation Station 145+00, more or less, the same being the Northerly sale line of property conveyed from United Railroad Corp. and The Penn Central Corporation to George E. Wible by deed dated February 7, 1985, and also being the Place of Ending.

**TOGETHER** with all of Grantor's right, title and interest of, in and to Bridge No. 2.30 over the Deep River, including superstructure, piers and abutments thereof, whether on the land conveyed herein or within the bed of said water. In the event that it should become necessary to remove the bridge, whether by governmental agency demand or other cause, Grantee shall remove said bridge together with all supporting piers located in the water at no cost to Grantor.

**ALSO TOGETHER** with all of said Grantor's right, title and interest of, in and to the ten (10) foot wide access easement running from Liverpool Road to the Southerly terminus of the hereinabove described property, said easement being reserved in the above mentioned February 7, 1985 deed to George E. Wible.

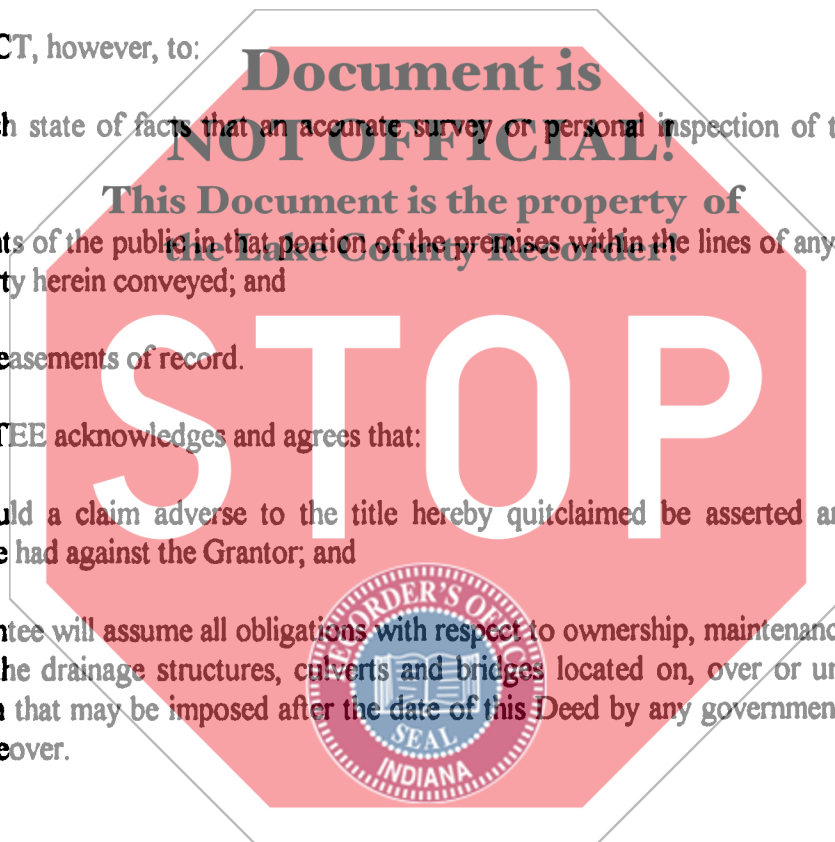
RESERVING unto Grantor, future permanent and perpetual easements in gross, freely alienable and assignable by the Grantor, for (a) all existing wire and pipe facilities or occupations whether or not covered by license or agreement between Grantor and other parties, of record or not of record, that in any way encumber or affect the premises conveyed herein, and (b) all future occupations within 20 feet on either side of the existing occupations, and (c) all rentals, fees and considerations resulting from such occupations, agreements and licenses and from the assignment or conveyance of such easements.

SUBJECT, however, to:

- (1) such state of facts that an accurate survey or personal inspection of the premises may disclose; and
- (2) rights of the public in that portion of the premises within the lines of any public roads that cross the property herein conveyed; and
- (3) any easements of record.

GRANTEE acknowledges and agrees that:

- (1) should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor; and
- (2) Grantee will assume all obligations with respect to ownership, maintenance, repair, renewal or removal of the drainage structures, culverts and bridges located on, over or under the premises conveyed herein that may be imposed after the date of this Deed by any governmental agency having jurisdiction thereover.



The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Indenture so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be executed this 21st day of September, 1996.

SEALED AND DELIVERED  
in the presence of us:

UNITED RAILROAD CORP.

Karen Plogsted  
KAREN PLOGSTED

By: John A. Anderson  
JOHN A. ANDERSON  
President

Kathy Phillips  
KATHY PHILLIPS

Attest: William A. Stockhoff  
WILLIAM A. STOCKHOFF  
Assistant Secretary

SEALED AND DELIVERED  
in the presence of us:

AMERICAN PREMIER UNDERWRITERS, INC.

Karen Plogsted  
KAREN PLOGSTED



By: John A. Anderson  
JOHN A. ANDERSON  
Staff Vice President  
Real Estate

Kathy Phillips  
KATHY PHILLIPS

Attest: James C. Kennedy  
JAMES C. KENNEDY  
Secretary

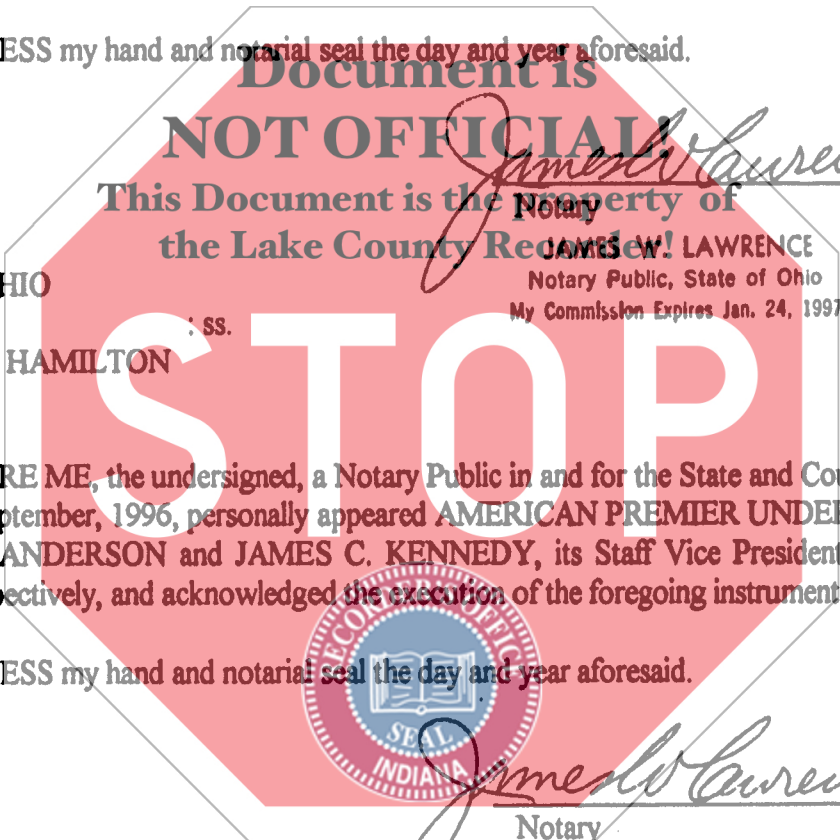
STATE OF OHIO

: SS.

COUNTY OF HAMILTON

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, this 21st day of September, 1996, personally appeared UNITED RAILROAD CORP. by JOHN A. ANDERSON and WILLIAM A. STOCKHOFF, its President and Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal the day and year aforesaid.



Document is  
**NOT OFFICIAL**  
 This Document is the property of  
 the Lake County Recorder  
 Notary  
**JAMES W. LAWRENCE**  
 Notary Public, State of Ohio  
 My Commission Expires Jan. 24, 1997

STATE OF OHIO

: SS.

COUNTY OF HAMILTON

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, this 21st day of September, 1996, personally appeared AMERICAN PREMIER UNDERWRITERS, INC. by JOHN A. ANDERSON and JAMES C. KENNEDY, its Staff Vice President, Real Estate and Secretary, respectively, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal the day and year aforesaid.

*James W. Lawrence*  
 Notary

THIS INSTRUMENT PREPARED BY:  
 Timothy L. Mehle  
 One East Fourth Street  
 Cincinnati, Ohio 45202

**JAMES W. LAWRENCE**  
 Notary Public, State of Ohio  
 My Commission Expires Jan. 24, 1997

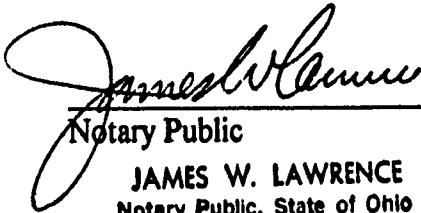
STATE OF OHIO :  
: ss.  
COUNTY OF HAMILTON :

Before me, a Notary Public, in and for said county and State, personally appeared William A. Stockhoff, who being by me duly sworn, deposes and says that he is Real Estate Manager of American Premier Underwriters, Inc. (formerly The Penn Central Corporation); and

That there is no Indiana Gross Income Tax due by reason of conveyance.



Sworn to before me and signed in my presence this 21<sup>ST</sup> day of September 1996.

  
Notary Public  
JAMES W. LAWRENCE  
Notary Public, State of Ohio  
My Commission Expires Jan. 24, 1997

→ MAIL TO: DANIEL OSTOJIC, ATTY  
616 CENTRAL AVE.  
PORTAGE, IN. 46368