96083699

THIS INDENTURE WITNESSETH, That the Grantor, OLTHORIDE SETTEMENT CORPORATION, of the County of Lake and State of Indiana, for and in consideration of the sum of ————Ten and No/100————Dollars, (\$10.00) in hand paid, and of other good and valuable consideration in the sum of which is hereby acknowledged, CONVEY and Warrant unto Mercantile National Bank of Indiana Pace Trustee under the provisions of a certain Trust association under the laws of the United State of America, as Trustee under the provisions of a certain Trust Agreement, dated the 20th day of August, 1996, and known as TRUST NUMBER 6273, the following described real estate in the County of Lake and State of Indiana, to-wit:

LOT 41 IN SPRINGROSE HEATH SUBDIVISION UNIT FOUR. AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 77 PAGE 77, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

SUBJECT TO:

MAIL TAX STATEMENTS TO: FREDERICK A. OLTHOF, P.O. BOX 3261, MUNSTER, IN 46321

TO MAYE AND TO MOLD the said real estate with the appurtenences, 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 aubdivide, 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 pressenti 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 and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make lesses and to grant options to lesse and options to renew lesses and options to purchase the whole or any part of the reversion, to contract respecting the manner of fixing the amount or present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant essements or charges of any kind, to release convey or assign any right, title or interest in or about or essement 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 very above specified at any time or times hereafter.

In no case shall any party desting 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 mortigaged 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 perobliged to inquire into the authority, necessity or exceedingly 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 died, mortigage, 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 Registrer of Title of said county) relying upon or claiming under any social conveyance, least 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 donveyance or other instrument was executed in secondance 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 MERCANTILE NATIONAL BANK 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 emit 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 easte 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 electric me 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 filling 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 valo or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder opinil have any title or interest, legal or equitable in or to said real estate is euch, but only an interest in the earnings, avails and proceeds the vary and of the real estate above described.

Docember _____ , 1996.

OLTHOF DEVELOPMENT CORPORATION

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

DEC 17 1996

STATE OF INDIANA

) SS

COUNTY OF LAKE

SAM ORLICH **AUDITOR LAKE COUNTY**

JANNETT GIBSON _, a Notary Public in and for said County and State, aforesaid, do certify that FREDERICK A. OLTHOF, OLTHOF DEVELOPMENT CORPORATION, personally known to me to be the same person whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

9 ch GIVEN under my hand and Notarial seal this _

My Commission Expires: Opril 29, 2000 County of Residence: LAKE

THIS INSTRUMENT PREPARED BY: DAVID L. FORBES, A MEMBER OF THE INDIANA BAR ASSOCIATION 7'80**1**00'

RECORD & RETURN TO: MERCANTI 5243 HORDAN AVE., HAMMOND, IN

MERCANTILE NATIONAL BANK MEND, IN 46320 ATTN:

TRUST DEPT