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STATE OF INDIANA
LAKE COUNTY
RECORDS DEPARTMENT

H 489986
LD

MAIL TAX BILL TO 86084777

RETURN TO: GLENN R. PATTERSON, ESQ.
SINGLETON, CRIST, PATTERSON &
AUSTOEN
SUITE 200, 9245 CALUMET AVENUE
MUNSTER, INDIANA 46321

Chicago Title Insurance Company

DEED IN TRUST

THIS INDENTURE WITNESSETH that the Grantors, **FRANK G. ROTECK and JUDY L. ROTECK, husband and wife**, of the County of Lake and State of Indiana, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid **CONVEY AND WARRANT** unto **MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 27TH DAY OF OCTOBER, 1986, AND KNOWN AS TRUST NO. 4893**, the following described real estate in the County of Lake and State of Indiana, to-wit:

The West 115 feet of the East 1185 feet of the following described tract: That part of the South 80 acres of Section 36, Township 36 North, Range 10 West of the 2nd Principal Meridian, which lies East of the highway running in a Northeasterly and Southwesterly direction through said tract and known as Columbia Avenue, in the Town of Munster, Lake County, Indiana.

Commonly known as 613 Main Street, Munster, Indiana.

Tax Key No.: 28-22-10

Tax Unit No.: 18

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

DEC 24 1996

SUBJECT, NEVERTHELESS, TO THE FOLLOWING:

1. Taxes for 1997 payable in 1998 prorated from December 31, 1997 and for all years thereafter.
2. All covenants, easements, rights of way, building lines, highways, roads, streets, alleys and other restrictions of beneficial use and enjoyment of record.

SAM ORLICH
LAKE COUNTY



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 is hereby granted to said Trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and 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 presenti 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

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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.

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.

IN WITNESS WHEREOF, the Grantors aforesaid have hereunto set their hands and seals this 19th day of December, 1996.


Frank G. Roteck

Frank G. Roteck

Judy L. Roteck

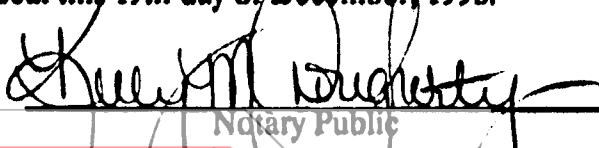
Judy L. Roteck

STATE OF INDIANA
COUNTY OF LAKE

} SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared FRANK G. ROTECK and JUDY L. ROTECK, who acknowledged the execution of the foregoing Deed for and on behalf of Grantors and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 19th day of December, 1996.



Notary Public
Printed Name: KELLY M. DOUGHERTY

My Commission Expires:
10/03/97
County of Residence:
PORTER



This Instrument prepared by Glenn R. Patterson, Esq., Singleton, Crist, Patterson & Austgen, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321