

ENTERED FOR TAXATION SUBJECT  
AL ACCEPTANCE FOR TRANSFER.

OCT 07 1997

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97 OCT -8 AM 10:08

97 688 0811  
AUDITOR LAKE CO

MORRIS W. CARTER  
RECORDER

499224 20  
SEND TAX STATEMENTS TO:  
Roman Catholic Diocese of Gary  
9292 Broadway  
Merrillville, IN 46410

**TRUSTEE'S DEED**

**THIS INDENTURE WITNESSETH**, that **NBD BANK, N.A.**, as **TRUSTEE**, under the provisions of Trust Agreement dated March 12, 1962 and known as Trust Number #P3501 in Lake County, in the State of    , conveys, releases and quit-claims to:

**ROMAN CATHOLIC DIOCESE OF GARY**

in Lake County, State of Indiana for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following describe real estate in Lake County, in the State of Indiana, to wit:

- Parcel I:** The West half of the Northeast Quarter of the Northeast Quarter of Section 24, Township 35 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana.
- Parcel II:** The South half of the Northeast Quarter of Section 24, Township 35 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, lying West of the West line of Bibich School Addition, to the Town of Dyer, as shown in Plat Book 65, Page 7, in the Recorder's Office of Lake County, Indiana, excepting therefrom the following described tract: Beginning at a point on the South line of the Northeast Quarter of said Section 24 which is 989.73 feet West of the Southeast corner of said Northeast Quarter; thence continuing along said South line, 200 feet; thence North 00 Degrees 19 Minutes 09 Second West, 280 feet; thence South 89 Degrees 53 Minutes 04 Seconds East, 200 Feet; thence South 00 Degrees 19 Minutes 09 Seconds East, 280 Feet to the point of beginning..

**Subject to:** All Taxes; and all Mortgages, Easements and Restrictions of Record, if any

It is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by NBD Bank, N.A.. formerly known as Gainer Bank, N.A. Successor by Merger to Gary National Bank, Hoosier State Bank, The Commercial Bank, and Northern Indiana Bank and Trust, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the NBD Bank, N.A., or it's Successive Interests on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

It is further understood that the aforesaid Trustee has no right or power whatsoever to manage, control or operate the associated property in any way or to any extent and is not entitled at any time to share or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of the property or any lease or sale or any disposition thereof.

It is also understood and agreed that said Trustee merely holds naked title to the property, and that nothing contained herein shall be construed as creating any liability on NBD Bank, N.A., or it's Successive Interests, personally under the provisions of the Comprehensive Environmental Response, Compensation

Chicago Title Insurance Company

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and Liability Act (CERCLA), or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. NBD Bank, N.A., personally is not a "Transferor" under the Act and make no representations concerning any possible environmental defects.

IN WITNESS WHEREOF, the said NBD BANK, N.A., as Trustee of aforesaid Trust has caused this Deed to be signed by its Vice President, and attested by its Trust Officer, and its corporate seal to be hereunto affixed this 18 of September, 1997.

NBD BANK, N.A., as Trustee

BY: David VanderWier  
David VanderWier, Vice President

ATTEST:

Christine Jensen  
Christine Jensen, Trust Officer

STATE OF Indiana, COUNTY OF Lake

Before me, a Notary Public, in and for said County and State, this September 18, 1997 personally appeared David VanderWier, Vice President and Christine Jensen, Trust Officer, of NBD BANK N.A., Merrillville, 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 18th day of September, 1997.

Carolyn Biernacik  
Notary Public - Carolyn Biernacik

County of Residence: Lake  
Commission expires: 9/17/2000

CAROLYN BIERNACIK, Notary Public  
My commission expires September 17, 2000  
Resident of Lake County, Indiana

This instrument was prepared by NBD Bank, N.A., Trust Department, 8585 Broadway, Merrillville, Indiana 46410  
G.M. Cicsielski

trdeedl.sam