

Chicago Title Insurance Company

FILED FOR TAXATION SUBJECT,
FINAL ACCEPTANCE FOR TRANSFER.

MAIL TAX BILLS TO:
9905 EXPRESS DRIVE
HIGHLAND, IN 46322

DEC 17 1997

RETURN TO: RICHARD HENN & JENNIFER HENN
9905 EXPRESS DRIVE
HIGHLAND, IN 46322

SAM ORLICH
AUDITOR LAKE COUNTY
CORPORATE WARRANTY DEED
H 489250 LD

THIS INDENTURE WITNESSETH THAT the *BANK CALUMET*, a national banking association (hereinafter the "Grantor"), **CONVEYS AND WARRANTS** to *RICHARD HENN and JENNIFER HENN, husband and wife as tenants by the entireties* (hereinafter the "Grantee"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate situated in Lake County, in the State of Indiana, to-wit:

Part of the Northwest Quarter of Section 33, Township 36 North, Range 9 West of the Second Principal Meridian, in the Town of Highland, Lake County, Indiana, described as follows: Commencing at the Northwest corner of Section 33; thence South a distance of 1464.12 feet along the West line of said Section 33; thence South 89 degrees 46 minutes 52 seconds East a distance of 430 feet to the place of beginning; thence running South a distance of 125 feet; thence running East a distance of 380 feet; thence North a distance of 125 feet; thence West 380 feet to the place of beginning, except the East 15 feet thereof.

Commonly known as 9905 Express Drive, Highland, Indiana.

Tax Key No.: 27-28-84
Tax Unit No.: 16

97087000

SUBJECT, NEVERTHELESS, TO THE FOLLOWING:

1. Taxes for 1997 payable in 1998 and for all years thereafter.
2. Unpaid sewage and water charges, if any.
3. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
4. Rights of way for any roads, highways, streets or alleys.
5. Rights of the public and the government agencies having jurisdiction over roads and to that part of the land lying within Express Drive.
6. A 12 foot drainage easement affecting the North side of the land as indicated on plat of survey dated August 14, 1969, made by Alfred P. Torrenga, registered land surveyor.

STATE OF INDIANA
LAKE COUNTY
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MARRIAGE CENTER

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7. The present environment and physical state and condition of the real estate described, and all buildings and improvements thereon, all of which Grantee hereby accepts "as is", including, but not limited to, the existence of pollutants or other toxic or hazardous substances or waste, including any solid, liquid, gaseous or thermal substance, irritant or contaminant, as any of such may now be or hereafter defined by any federal, state or local law, ordinance or regulation. Grantee, its successors and assigns (together the "Grantee") by acceptance of the delivery of this Deed and the recording hereof, agree to defend, indemnify and hold harmless Grantor, its directors, officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns (together the "Grantor"), from and against any and all claims, demands, judgments, damages, actions, causes of action, injuries, administrative orders, consent agreements and orders, liabilities, penalties, costs and expenses of any kind whatsoever, including claims arising out of loss of life, injury to persons, property, or business or damage to natural resources in connection with the activities of Grantee, its predecessors in interest and the predecessors in interest of Grantor, third parties who have trespassed on the described real estate, or parties in a contractual relationship with Grantor or Grantee, or any of them, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of any of the foregoing (and excepting therefrom only the acts or omissions of Grantor which are the sole cause of any such liabilities), which:

- a. Arise out of the actual, alleged or threatened discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic or hazardous substances or waste, including any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and water (including materials to be recycled, reconditioned or reclaimed); and
- b. Actually or allegedly arise out of the use or inclusion of any product, material or process containing chemicals, the failure to detect the existence or proportion of chemicals in the soil, air, surface water or groundwater, or the performance or failure to perform the abatement of any pollution source or the replacement or removal of any soil, water, surface water, or groundwater containing chemicals.

The Grantee, its successors and assigns, shall bear, pay and discharge when and as the same become due and payable, any and all judgments or claims for damages, or penalties against Grantor described in the immediately preceding paragraph, shall hold Grantor harmless against those judgments or claims, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, or entities, political subdivisions or government agencies arising out of any of the occurrences set forth herein, including, but not limited to, any attorneys' and expert witness fees, and all other costs and expenses incurred by Grantor, beginning on the date that any violation of environmental laws, regulations, ordinances or orders are discovered or claimed and throughout the duration of any such claim, suit, action and clean-up through and including the completion of all payments and procedures required to correct that situation, however long it takes.

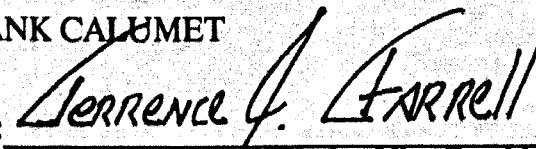
8. All covenants, easements, rights of way, building lines, highways, roads, streets, alleys and other restrictions of beneficial use and enjoyment of record, and all facts and matters affecting legal and equitable ownership and possession of the real estate which would be, or should have been, revealed and disclosed by an accurate survey of the real estate described above.

The undersigned persons executing this Deed represent and certify on behalf of Grantor that each of the undersigned is a duly elected officer of Grantor and has been fully empowered by proper resolution of Grantor to execute and deliver this Deed; that Grantor has full corporate capacity to convey the real estate described; that all necessary corporate action for the making of this conveyance has been duly taken; and that **THERE IS NO INDIANA GROSS INCOME TAX DUE AT THIS TIME AS A RESULT OF THIS CONVEYANCE.**

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 11th day of December, 1997.

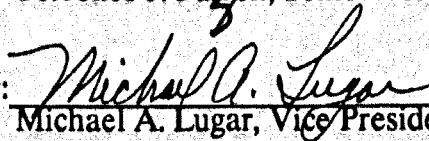
BANK CALUMET

By:



Terrence J. Farrell, Senior Vice President

By:



Michael A. Lugar, Vice President

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared TERRENCE J. FARRELL, Senior Vice President, and MICHAEL A. LUGAR, Vice President, of BANK CALUMET, who acknowledged the execution of the foregoing Deed for and on behalf of Grantor and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 11th day of December, 1997.

Lana S. Thompson
Notary Public

Printed Name: Lana S. Thompson

My Commission Expires:
9-14-98

County of Residence:
Lake



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