

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

JUL 30 1999
KEY 12-45-6
PETER BENJAMIN
LAKE COUNTY AUDITOR

99064145

99 AUG -2 P11 2:45

THIS INDENTURE WITNESSETH, that the Grantor, ROBERT J. KENNEDY, as Trustee, under the provisions of a Trust Agreement dated August 6, 1970, and known as Trust Number 6870, of the County of COOK, State of Illinois, for and in consideration of the sum of TEN and 00/100 (\$10.00) DOLLARS, and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto:

KILKENNY ESTATES, INC., AN INDIANA CORPORATION,

as Trustee under the provisions of Trust Agreement dated the 1st day of March, 1995, and known as Trust Number 3195 (hereinafter referred to as "said Trustee" regardless of the number of trustees,) and unto all and every successor or successors in trust under said Trust Agreement, the following described real estate in the County of LAKE, State of Indiana, to-wit:

RIDER 1 IS ATTACHED HERETO AND FORMING A PART HEREOF.

SUBJECT TO the following restrictions:

General real estate taxes for 1998 and subsequent years and to conditions and restrictions of record.

SUBJECT TO:

RIDER 2 IS ATTACHED HERETO AND FORMING A PART HEREOF.

Permanent Real Estate Index Number:

This Deed is executed pursuant to, and in the exercise of, the power and authority granted to and vested in the said Trustee by the terms of said Deed or Deeds in Trust delivered to the said Trustee in pursuance of the Trust Agreement dated August 6, 1970, and known as Trust Number 6870 and subject to all restrictions of record.

IN WITNESS WHEREOF, the said ROBERT J. KENNEDY, as Trustee, has hereunto set his hand and seal this 16th day of July, 1999.

Robert Kennedy
ROBERT J. KENNEDY, AS TRUSTEE

Michael Muanich 3235-45th st NIANZLANI 46922

00998 9600 SW
#1234

25 x 11

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ROBERT J. KENNEDY, as Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of July, 1999.


Michael L. Muenich, Notary Public

My Commission Expires:

9/17/99

County of Residence: Lake

Mail Tax Statements To: William C. Kennedy, 13611 Limerick Dr., St. John, IN. 46373

MAIL TO: William C. Kennedy, 13611 Limerick Dr., St. John, IN. 46373

RIDER 1

GRANTOR: ROBERT J. KENNEDY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED AUGUST 6, 1970, AND KNOWN AS TRUST NUMBER 6870

Unit 2, Block 3

BEING A PART OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN ALL IN THE TOWN OF ST JOHN, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 87, KILKENNY ESTATES, UNIT TWO - BLOCK TWO, AN ADDITION TO THE TOWN OF ST JOHN, LAKE COUNTY, INDIANA, AS SHOWN IN PLAT BOOK 82, PAGE 97, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 42 MINUTES 00 SECONDS WEST, ALONG THE NORTHERLY LINES OF LOTS 85, 86 AND 87 OF SAID UNIT TWO - BLOCK TWO, A DISTANCE OF 405.21 FEET TO THE SOUTHEAST CORNER OF LOT 80 IN THE AFORESAID BLOCK TWO, THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF LOT 80, A DISTANCE OF 160.00 FEET, THENCE SOUTH 88 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF LOT 81 IN THE AFORESAID BLOCK TWO, A DISTANCE OF 64.36 FEET, THENCE NORTH 01 DEGREES 13 MINUTES 24 SECONDS EAST, ALONG THE MOST EASTERLY LINE OF SAID BLOCK TWO, A DISTANCE OF 770.83 FEET, THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS WEST, A DISTANCE OF 31.35 FEET, THENCE NORTH 01 DEGREES 22 MINUTES 12 SECONDS EAST, ALONG THE EAST LINE OF LOT 52 IN AFORESAID BLOCK TWO, A DISTANCE OF 201.49 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 19, THENCE SOUTH 88 DEGREES 37 MINUTES 48 SECONDS EAST, ALONG THE AFORESAID NORTH LINE, A DISTANCE OF 400.34 FEET TO THE NORTHWEST CORNER OF LOT 29, LANTERN VIEW ADDITION TO THE TOWN OF ST JOHN, AS SHOWN IN PLAT BOOK 69, PAGE 54, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, THENCE SOUTH 00 DEGREES 17 MINUTES 36 SECONDS WEST (SOUTH 00 DEGREES 46 MINUTES 25 SECONDS WEST AS PER LANTERN VIEW PLAT), ALONG THE WEST LINE OF SAID LOT 29, A DISTANCE OF 201.45 FEET (200.00 FEET AS PER LANTERN VIEW PLAT), THENCE NORTH 88 DEGREES 42 MINUTES 24 SECONDS WEST (NORTH 89 DEGREES 13 MINUTES 35 SECONDS WEST AS PER LANTERN VIEW PLAT), A DISTANCE OF 28.61 FEET, THENCE SOUTH 00 DEGREES 13 MINUTES 24 SECONDS WEST (SOUTH 00 DEGREES 42 MINUTES 13 SECONDS WEST AS PER LANTERN VIEW PLAT), A DISTANCE OF 930.41 FEET, TO THE POINT OF BEGINNING, CONTAINING 9.3667 ACRES OF LAND, MORE OR LESS.



RIDER 2

GRANTOR: ROBERT J. KENNEDY, AS TRUSTEE, UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED AUGUST 6, 1970, AND KNOWN AS TRUST NUMBER 6870

TO HAVE AND TO HOLD the said real estate 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 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 present 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 99 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 leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, to contract respecting the manner of fixing the amount of present or future rentals to partition or to exchange said real estate, 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 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 ways above specified, at any time or times hereafter.

In no case shall any party dealing 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 mortgaged 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 be obliged to inquire into the authority, 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, or any successor in trust in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Title of said county) 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 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 KILKENNY ESTATES, INC., 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 omit 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 estate 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 election of the 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 filing 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 sale or any 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.