STATE OF INDIANA
LAKE COUNTDULY ENTERED FOR TAXATION SUBJECT TO FILED FOR DECEMAL ACCEPTANCE FOR TRANSFER.

99085500 FILED FOR RECEINALA 190034949908 \$ 5880 NTY DEED TO STRUSTEE AM 9: 47 OCT 15 1999

MORRIS W. CARTER PETER BENJAMIN THIS INDENTURE WITNESSETH, THAT WALTER GROSAMAKEICOUNTY AUDITOR MARIANNE GROSAM, GRANTORS of LAKE County, in the State of INDIANA, CONVEYS AND WARRANTS to FIDUCIARY MANAGEMENT CORPORATION as Trustee under the provisions of a trust agreement dated the 30th Day of July, 1993 known as Trust No. 12, for the sum of TEN Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in LAKE County, in the State of INDIANA:

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The purpose of this deed is as a corrective deed to correct the legal description Of the original deed, dated August 31, 1998, which was in error. The original deed was recorded on September 1, 1998 as Document No. 98068990 in the Lake County Recorder's Office, Crown Point, Indiana.

KEY Number 6-6-32

SUBJECT TO: EASEMENTS, LIENS, ENCUMBRANCES AND RESTRICTIONS OF RECORD.

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 praesenti or in futuro, and upon any terms 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 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.

The undersigned hereby represents that this real estate is not property as defined in Indiana Code 13-7-22.5-6, and as amended from time to time, and is not, and has not been used as a landfill or dump, and contains no underground storage tanks or toxic or hazardous waste or materials, and that no disclosure statement under Indiana Code 13-7-22.5-1, et seq. (Indiana Responsible Transfer Law), is required for this transaction.

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 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, GRANTORS have executed this deed this 12th day of October, 1999.

Signature Walter Grosam Signature Marianne Grosam
Printed WALTER GROSAM Printed MARIANNE GROSAM
This Document is the property of the Lake County Recorder!
This instrument prepared by: Richard A. Zunica, Attorney-At-Law
Date October 12, 1999
STATE OF INDIANA)) SS:
COUNTY OF LAKE
Before me the undersigned, a Notary Public in and for said County and State this 12th day of October, 1999, personally appeared: WALTER GROSAM AND MARIANNE GROSAM and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

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NOTARY PUBLIC

My Commission Expires

DEBORAHIA ROLLO
NOTARY PUBLIC STATE OF INDIANA

MY COMMISSION EXP. APR. 4,2007

County Of Residence

That part of the following described parcel lying Easterly of the centerline of Cedar Creek: Part of the South ½ of the Northeast ¼ of Section 8, Township 34 North, Range 9 West of the 2nd PM described as: Commencing 757.76 feet North of the Southeast corner of said Northeast Quarter, running thence West 2633.92 feet to a point on the West line of said Quarter, which is 758.95 feet North of the Southwest corner thereof, running thence North on the West line of said Quarter 314.69 feet; running thence East 2635.33 feet to a point on the East line of said Section; running thence South on the said East line 314.18 feet to the place of beginning, in Lake County, Indiana, excepting therefrom the East 495 feet and excepting the South 30 feet of the West 105 feet of the East 600 feet abutting the West line of the right of way of U.S. Highway 41.

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