

Chicago Title Insurance Company

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99086706

99 OCT 21 AM 9:52

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MAIL TAX BILLS TO:
Dyer Babe Ruth Baseball
PO Box 212
Dyer IN 46311

TAX KEY NO. A part of 14-10-54, Unit 12

T R U S T E E ' S D E E D

THIS INDENTURE WITNESSETH, that **MERCANTILE NATIONAL BANK OF INDIANA**, not personally, but as Trustee under the provisions of a certain Trust Agreement dated the 29th day of April, 1968, and known as Trust Number 2624,

as the Grantor, of Lake County in the State of Indiana, does hereby grant, bargain, sell and convey to:

DYER BABE RUTH, INC., an Indiana not-for-profit corporation,

the Grantee, of Lake County in the State of Indiana, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following Real Estate in Lake County, in the State of Indiana, to-wit:

Being a parcel of land lying in Section 13, Township 35 North, Range 10 West of the 2nd Principal Meridian, all in the Town of Dyer, Lake County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the West half of the Northeast quarter of the Northeast quarter of said Section 13, said point being the Point of Beginning; thence North 00 degrees 29 minutes 01 seconds West, along the East line of the West half of the Northeast quarter of the Northeast quarter of said Section 13, a distance of 260.77 feet; thence North 36 degrees 20 minutes 06 seconds West, a distance of 92.30 feet; thence South 83 degrees 30 minutes 14 seconds West, a distance of 340.72 feet; thence South 04 degrees 59 minutes 31 seconds East, a distance of 297.91 feet, to a point on the South line of the West half of the Northeast quarter of the Northeast quarter of said Section 13, thence North 89 degrees 58 minutes 04 seconds East, along the aforesaid line, a distance of 369.50 feet, to the Point of Beginning.

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DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

OCT 19 1999

PETER BENJAMIN
LAKE COUNTY AUDITOR

00113: 1600
per
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The Grantee is further hereby nonexclusively granted and assigned the rights of access, including that of ingress, egress and parking, as otherwise reserved unto the Grantor, its successors, assigns and grantees, as set forth in paragraphs three (3) and four (4) of the Trustee's Deed to Dyer Little League, Inc. dated April 23, 1999, and recorded April 26, 1999 as Document Number 9903542 in the office of the Recorder of Lake County, Indiana, for the purpose of traveling to and from the Real Estate herein conveyed to the Grantee, as well as the rights of access and parking held by the Grantor pursuant to a certain Easement Agreement between the Grantor, the Grantee, and Dyer Little League, Inc. dated October 14, 1999, and recorded OCT 20, 1999 as Document Number 99086289.

SUBJECT TO THE FOLLOWING RESTRICTIONS AND RESERVATIONS:

1. The Real Estate herein conveyed shall hereafter be known and identified as "The Vander Heyden Memorial Fields" and any signs, markers or manner of identifying the Real Estate which may hereafter be affixed to the Real Estate or any improvements located thereon shall appropriately refer to the Real Estate as being so named.
2. The use of the Real Estate by the Grantee, and its successors or assigns, shall be limited to those uses and purposes which are related to the pursuit of not-for-profit athletic activities, including but not limited to baseball, softball or similar athletic events. In the event an attempt is made to use the Real Estate for a purpose inconsistent or incompatible with the foregoing uses, then the Grantor, and its successors or assigns, shall have standing and the right to enforce this restrictive covenant by appropriate legal remedy, including injunctive relief to bar such inconsistent or incompatible uses.
3. Real estate taxes for 1998 payable 1999 and all subsequent years; public utility easements crossing or affecting the Real Estate; zoning and building ordinances affecting the Real Estate; standard exceptions from title coverage, including but not limited to matters of survey or any matters relating to environmental hazards; and, all matters created or suffered as a result of the Grantee's acts or occupancy of the Real Estate, or

otherwise existing of public record as of the date of delivery of this Deed.

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 above mentioned, and subject to all restrictions of record.

IN WITNESS WHEREOF, the said Mercantile National Bank of Indiana, as Trustee under an agreement dated the 29th day of April, 1968, and known as Trust Number 2624, a national banking association, has caused this Deed to be executed by its Trust Officer and attested by its Trust Officer, and its corporate seal to be hereunto affixed on this 14th day of October, 1999.

MERCANTILE NATIONAL BANK OF INDIANA
as Trustee under the provisions of
a certain Trust Agreement dated the
29th day of April, 1968, and known
as Trust Number 2624,

BY: (See Signature Page Attached)

This instrument prepared by: Patrick A. Mysliwy, Attorney at Law,
Attorney No. 10002-45, Maish & Mysliwy, Attorneys at Law,
P.O. Box 685, 5248 Hohman Avenue, Suite 200, Hammond, Indiana 46320

RETURN AND MAIL TO:

Dyer Babe Ruth Baseball, Inc.
Box 212
Dyer, IN 46311

THIS TRUSTEE'S DEED is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 29th day of April, 1968, creating Trust #2624; and 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, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, 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 MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being 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.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation 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. MERCANTILE NATIONAL BANK OF INDIANA, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Trust Officer and its corporate seal hereunto affixed and attested by its Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE
AFORESAID AND NOT PERSONALLY,

BY: Mary Ann Zembala
Mary Ann Zembala, Trust Officer

ATTEST:

Jacquelyn M. Kohl
Jacquelyn M. Kohl, Trust Officer



STATE OF INDIANA)

COUNTY OF LAKE)

Before me, a Notary Public in and for said County in the State aforesaid, Mary Ann Zembala and Jacquelyn M. Kohl of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer respectively, appeared this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and Jacquelyn M. Kohl did also then and there acknowledge that he/she as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of October, 1999.

Janett L. Gibson
Notary Public JANETT L. GIBSON
My Commission Expires: Apr. 29, 2009
County of Residence: LAKE

Resident of Lake County