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STATE OF INDIANA
LAKE COUNTY
FILED FOR DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

99087040

99 OCT 22 AM 9:48

OCT 21 1999

MOORE CARTER
RECORDER

TRUSTEE'S DEED PETER BENJAMIN
LAKE COUNTY AUDITOR

4199005284 LD

KNOW BY ALL MEN THESE PRESENTS, that Bank One, N.A., Trustee of Trust Number 70-1050 dated the 18th day of October, 1974, ("Grantor") **CONVEYS AND TRANSFERS** to Welsh, Inc., an Indiana corporation, ("Grantee") for and 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 located in Lake County, Indiana, to wit (hereinafter referred to as the "Property"):

That part of the Northeast Quarter of the Northeast Quarter of Section 26, Township 33 North, Range 8 West of the 2nd Principal Meridian, lying East of the Easterly Right-of-Way of Interstate 65,

Being more particularly described as follows: 6-53-10

Beginning at the Northeast corner of said Northeast Quarter of the Northeast Quarter; thence North 89 degrees 54 minutes 35 seconds West, 835.43 feet along the North line of said Northeast Quarter of the Northeast Quarter; thence South 00 degrees 05 minutes 25 seconds West, 50.12 feet to a corner point on the easterly line of an Indiana State Highway Right-of-Way grant recorded April 10, 1964 as document 556600 in Book 1229, page 115; thence Southwesterly and Southerly along the Easterly Right-of-Way of Interstate 65 the following five courses; 1) thence South 34 degrees 10 minutes West, 107.0 feet; 2) thence South 16 degrees 02 minutes West, 213.9 feet; 3) thence South 21 degrees 00 minutes West, 487.9 feet; 4) thence South 10 degrees 26 minutes West, 473.8 feet; 5) thence South 02 degrees 44 minutes West, 55.31 feet to the South line of said Northeast Quarter; thence South 89 degrees 51 minutes 32 seconds East, 1255.65 feet along said South line to the East line of said Northeast Quarter of the Northeast Quarter; thence North 01 degrees 37 minutes 54 seconds West, 1323.25 feet along last said East line to the point of beginning, containing 32.67 acres more or less.

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Chicago Life Insurance Company

Subject to:

- (1) November installment of Indiana real estate taxes for the year 1998, due and payable in 1999.
- (2) 1999 Indiana real estate taxes due and payable in 2000 and for all years thereafter.
- (3) Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken or used for road purposes and limited highway access.
- (4) Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- (5) Right of way grant in favor of the State of Indiana, recorded April 10th, 1964 in Deed Record 1229, Page 115, as Document No. 556600.
- (6) Easement for anchors and guys in favor of Northern Indiana Public Service Company, an Indiana corporation, and to its successors and assigns dated July 16th, 1964 and recorded July 25th, 1964 in Miscellaneous Record 902, Page 131 as Document No. 577389.
- (7) Grantee, its successors or assigns providing an access road on the Property with a width to be at least county specifications and the terminus of the South boundary of the access road is to be in the approximate center of the South property line of the Property. If said access road is undeveloped, the Grantor, its successors or assigns retain the right to construct and develop said access road on the Property at Grantor's, its successors or assigns expense according to county specification, that would allow future development of property retained by Grantor.
- (8) Grantor, its successors or assigns reserve the right to attach to any and all utilities being provided to Grantee's property with an easement to maintain, repair, and install said utilities to adjoining property owned by Grantors. The width of the

easement is to be in accordance with the specifications of the utility provider. The location of such easements in, upon, over and through Grantee's property are subject to the reasonable approval of Grantee and Grantor, its successors or assigns.

- (9) All of Grantor's rights expressed here and above may be transferred and conveyed by Grantor.
- (10) Crops grown by Grantor's tenant farmer for the current harvest year, 1999, shall remain the property of the tenant farmer.

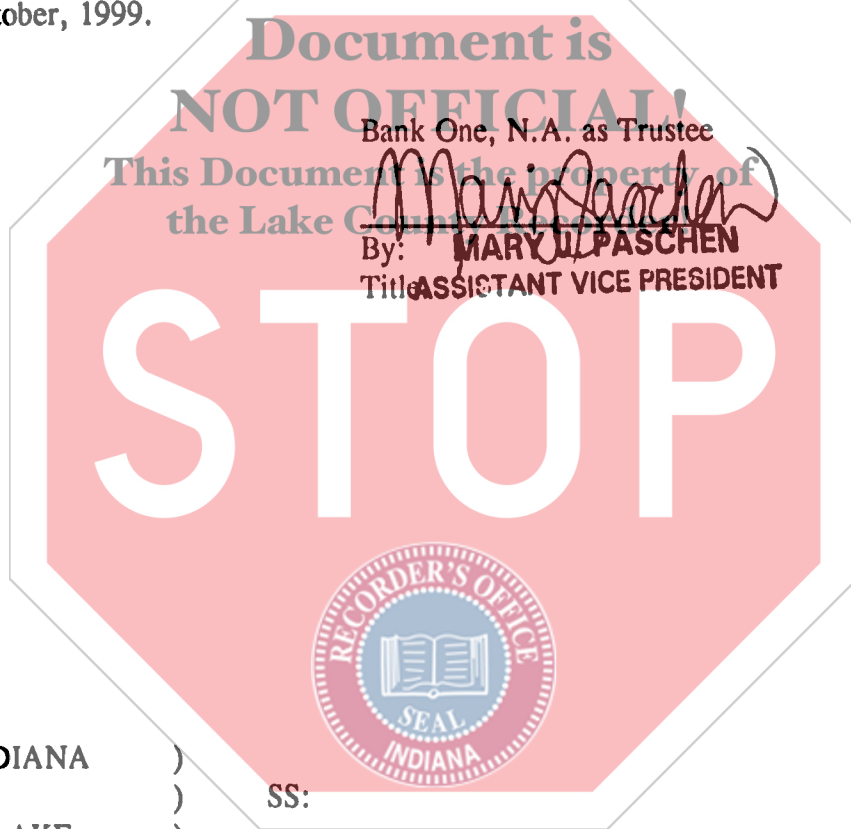
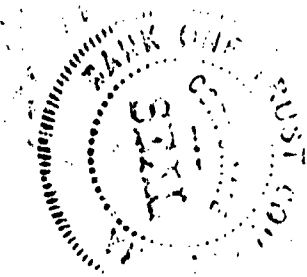
It is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by Bank One, formerly known as 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, and INB National Bank, f/k/a INB National Bank, f/k/a INB National Bank Northwest, f/k/a Lowell National Bank, 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 Bank One, N.A. or its 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 waived and released by the parties hereto or holder hereof, and by all persons 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 agree that said Trustee merely holds naked title to the property, and that nothing contained herein shall be construed as creating any liability on Bank One, N.A. or its Successive Interests, 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. Bank One, N.A., personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects.

IN WITNESS WHEREOF, Bank One, N.A., as Trustee of the aforesaid Trust has caused this deed to be signed by MARY J. PASCHEN, and its corporate seal to be hereunto affixed this 18th day of October, 1999.



STATE OF INDIANA)
)
COUNTY OF LAKE)

SS:

Before me, a Notary Public, this 18th day of October, 1999, personally appeared MARY J. PASCHEN, as Trustee under the terms and provisions of the Land Trust Agreement Number 70-1050 dated October 18th, 1974, who acknowledged the execution of the above and foregoing Trustee's Deed to be Bank One, N.A.'s free and authorized act as Trustee.

Witness my hand and seal this 18th day of October, 1999.

My Commission Expires:

3-19-2008

County of Residence:

LAKE

Linda F. Hill

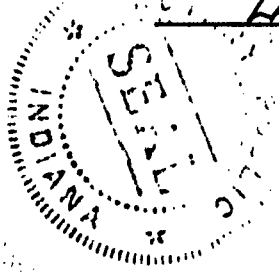
Notary Public

Printed: LINDA F. HILL

LINDA F. HILL, Notary Public

My commission expires: March 19, 2008

Resident of Lake County, Indiana



**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

STOP

This Instrument Prepared By:

Morris A. Sunkel, Attorney At Law

Hoepfner Wagner & Evans, LLP

103 E. Lincolnway

P.O. Box 2357

Valparaiso, Indiana 46384-2357

219-464-4961



October 18, 1999 C:\MyFiles\12180 Morrow\Morrow deed II.wpd