STATE OF INDIANA LAKE COUNTY FILED TO SECOND

2000 013842

SEND TAX STATMENTS TO: Shirley M. Spry
21410 Wicker Ave.
Lowell, IN 46356

2680 FEB 20 FM 3: 17

MORR'S W. CARTER

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH, that Bank One, N.A., under the Provisions of a Trust Agreement dated May 6, 1991 and known as Trust Number 387 in Lake County, in the State of Indiana, convey, releases and quitclaims to:

Spry Family Trust, dated December 10, 1992

of <u>Lake</u> County, State of <u>Indiana</u>, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in <u>Lake</u> County, in the State of <u>Indiana</u>, to wit:

NOT OFFICIAL!

The Northeast ¼ of the Northwest ¼ of Section 17, Township 32 North, Range 9 West of the 2nd P.M., and a part of the Northeast ¼ of Section 17, Township 32 North, Range 9 West of the 2nd P.M., described as follows: Commencing at the Northwest corner of said Northeast ¼; thence East along the North line thereof, 660 feet, more or less, to a line that is 1980 feet East of and parallel to the East line of said Section 17; thence South along said parallel line 880 feet; thence East parallel to the North line of Section 17, 995 feet to a line that is 985 feet East of and parallel to the East line of said Section 17, thence South along said parallel line 195.00 feet; thence East parallel to the North line of said Section, 985 feet, to the East line of said Section 17, thence South along said East line, 281.5 feet, more or less, to a line that is 1283.5 feet North of and parallel to the South line of said Northeast 1/4; thence West along said parallel line 2640 feet, more or less, to the West line of said Northeast ½; thence North along said West line 1356.5 feet, more or less, to the point of beginning, containing 78 acres, more or less, in Lake County, Indiana.

ROBERT AND SHIRLEY SPRY, GRANTORS, RESERVE A LIFE ESTATE IN THE ABOVE MENTIONED PROPERTY.

Subject to easements, liens, encumbrances and restrictions of record

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 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 the Bank One, N.A or it's 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 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.

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

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PETER BENJAMIN LAKE COUNTY AUDITOR lean

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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 agreed 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 it's 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.

Jocument is IN WITNESS WHEREOF, the said Bank One, N.A., as Trustee of aforesaid Trust has caused this Deed to be signed by its Vice President, and attested by its Vice President, and its corporate seal to be hereunto affixed this 16th day of September 1999. the Lake County Recorder! BANK ONE, N.A., as Trustee David W. LeBar Vice President ATTEST: Vice President COUNTY OF Indiana Before me, a Notary Public, in and for said County and State, this lots day of Sec., 1999, personally appeared Quid W. L. Bar & Jaen M. Kumus execution of the foregoing instrument as the free and voluntary act of said corporation, GIVEN under my hand and notarial seal this 4 day of 50, 1999. My Commission Expires: April 3,2008
County of Residence: April 3,2008

This instrument was prepared by BANK ONE, N.A., Trust Department, 8585 Broadway, Merrillville, Indiana 46410 C. Biernacik.