

every deed, trust deed, mortgage, lease or other instrument executed by the Trustee, or any successor in trust in relation to the 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 the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement or in all amendments thereof, if any, and is binding upon all beneficiaries thereunder, (c) that the 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 the 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 George D. Maish, individually, or as Trustee, nor his successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything they or their agents or attorneys may do or omit to do in or about the real estate or under the provisions of this deed or the Trust Agreement or any amendment thereto, or for injury to person or property happening in or about the real estate, any and all such liability being hereby expressly waived and released. Any contract obligation or indebtedness incurred or entered into by the Trustees in connection with the real estate may be entered into in the name of the then beneficiaries under the Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in his 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; 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 the 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 the 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 the real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in George D. Maish, as Trustee, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

In the event George D. Maish is unable or refuses to act as Trustee, for any reason, then Monica J. Kiehl shall serve as Successor Trustee. In the event that George D. Maish and Monica J. Kiehl are both unable or refuse to act as Trustees, for any reason, then Juliet A. Kasl shall serve as Successor Trustee.

IN WITNESS WHEREOF, the Party hereto has set his hand and seal on August 21, 1998.

George D. Maish
GEORGE D. MAISH

STATE OF INDIANA)
)SS
COUNTY OF LAKE)

I, Paul A. Rossi, a Notary Public in and for said County and State do hereby certify that George D. Maish, personally known 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 instrument as his free and voluntary act, for the uses and purposes set forth therein.

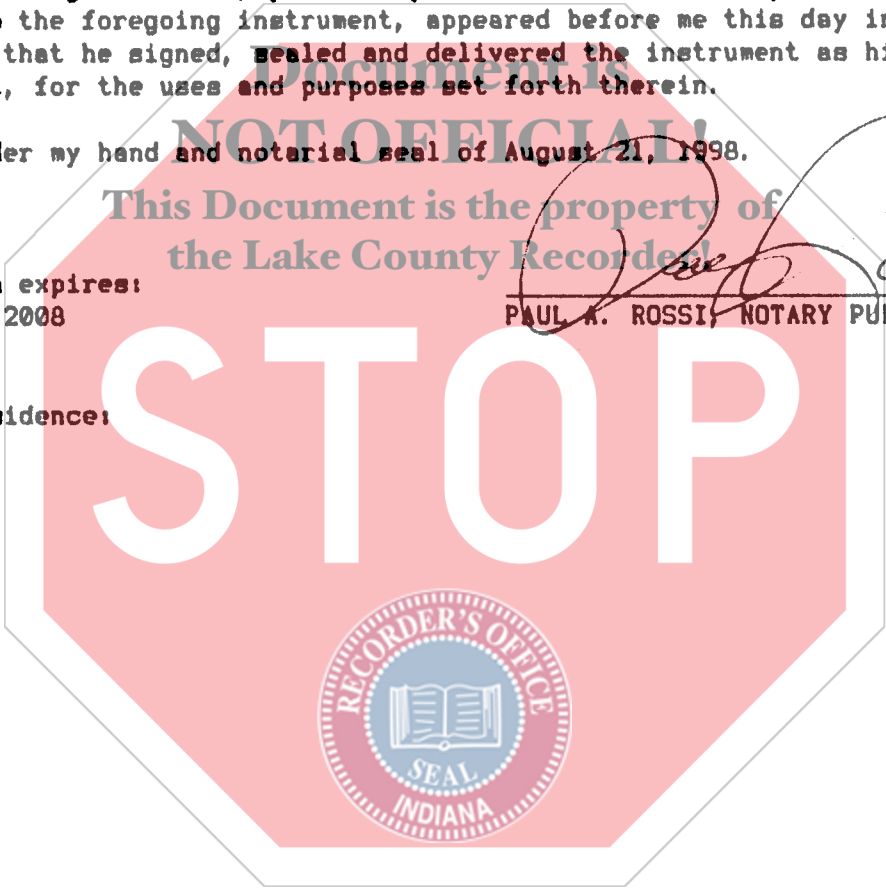
GIVEN under my hand and notarial seal of August 21, 1998.

This Document is the property of
the Lake County Recorder

My Commission expires:
February 13, 2008

Paul A. Rossi
PAUL A. ROSSI, NOTARY PUBLIC

County of Residence:
Lake County



This instrument prepared by: Richard A. Zunica, Attorney at Law, 162 Washington Street, Lovell, Indiana 46356

Maish deed. cm#24