

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 018330

2000 MAR 17 AM 9: 56

NORTHWEST QUARTER
RECORD



Chicago Title Insurance Company

Mail Tax Bills to:
D R Venture I, LLC
3700 East U.S. 30
Merrillville, IN 46410

Tax Key No. 15-120-42
Tax Unit No. 8

199005658 LD

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH, that BANK ONE TRUST CO., successor-in-interest to NBD BANK, N.A., formerly known as Gainer Bank, N.A., Successor by Merger to Gary National Bank of Gary, Indiana, a National Banking Association, as Trustee, under the provisions of a Trust Agreement dated April 19, 1974, and known as Trust Number P-5427 ("Grantor"), in Lake County, in the State of Indiana, conveys and releases to:

D R VENTURE I, LLC, an Indiana limited liability company

of Lake County, State of Indiana ("Grantee"), 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 Lake County, in the State of Indiana, to wit:

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT 602.95 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST PARALLEL TO THE HALF SECTION LINE A DISTANCE OF 554.66 FEET, MORE OR LESS TO A POINT ON THE CENTER LINE OF THE PUBLIC ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE A DISTANCE OF 381.36 FEET TO A POINT; THENCE EAST PARALLEL TO THE HALF SECTION LINE A DISTANCE OF 656.78 FEET TO A POINT ON THE EAST LINE THEREOF; THENCE NORTH A DISTANCE OF 368.05 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

Commonly known as 8127 Merrillville Road, Merrillville, Indiana.

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

SUBJECT TO:

MAR 16 2000

a. Taxes and assessments not yet due and payable;

PETER BENJAMIN
LAKE COUNTY AUDITOR

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gm
CT

- b. All easements, covenants, restrictions and conditions of record;
- c. Rights of tenants in possession; and
- d. Current zoning and building codes and restrictions.

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 are made and intended for the purpose of binding the Trust property, and this instrument is executed and delivered by Bank One Trust Co., successor-in-interest to 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, 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 Trust Co., 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 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.

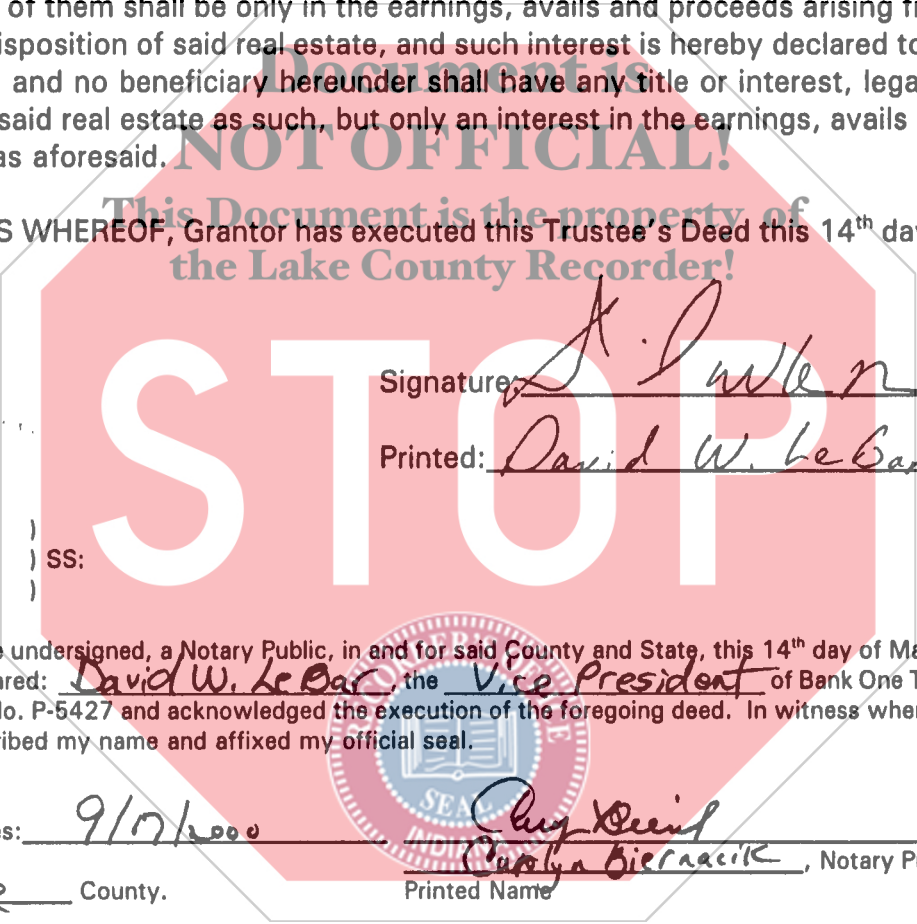
It is also understood and agreed that said Trustee merely holds naked title to the property, and that nothing contained herein shall be construed as creating any liability on Bank One Trust Co., or its Successive Interests, personally under the provisions of the Comprehensive Environmental Response, 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 Trust Co. personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects.

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 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, Grantor has executed this Trustee's Deed this 14th day of March, 2000.



Signature: [Handwritten Signature]
Printed: David W. LeBar

SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 14th day of March, 2000, personally appeared: David W. LeBar, the Vice President of Bank One Trust Co., Trustee of Trust No. P-5427 and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 9/7/2000
A resident of Lake County.
[Handwritten Signature]
Carolyn Bieracik, Notary Public
Printed Name

This document prepared by
John G. Donner, Burke Costanza & Cuppy LLP
8585 Broadway, Suite 600, Merrillville, IN 46410