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

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PETER BENJAMIN
LAKE COUNTY AUDITOR

TRUSTEE'S DEED

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 Morrow Land Company LLC, an Indiana limited liability company ("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"):

The West one-half ($\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$); the Southeast quarter (SE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$); the North one-half ($\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$); the Northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of the Southeast ($\frac{1}{4}$); the West quarter (W $\frac{1}{4}$) of the Southeast ($\frac{1}{4}$) and the East one-half ($\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$), all in Section Twenty-seven (27), Township Thirty-three (33) North, Range Seven (7) West of the Second Principal Meridian.

The East one-half ($\frac{1}{2}$) of the East one-half ($\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) except the South 360 feet thereof and the East 10 feet of the North 58 rods, 3 feet of the West one-half ($\frac{1}{2}$) of the East one-half ($\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) all in Section Thirty-four (34), Township Thirty-three (33) North, Range Seven (7) West of the Second Principal Meridian.

The South 72 rods of the East 100 rods of the Southeast quarter (SE $\frac{1}{4}$) of Section Twenty-two (22), Township Thirty-three (33) North, Range Seven (7) West excepting therefrom a parcel of land described as follows: Commencing at the Southeast corner of said Section 22 and running thence North 30 rods, thence West 16 rods, thence South 30 rods, thence East 16 rods to the place of beginning. All of said real estate located in Section Twenty-two (22),

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E.P.

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Township thirty-three (33) North, Range Seven (7) West of the Second Principal Meridian.

The Northeast quarter (NE $\frac{1}{4}$) and the East one-half ($\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) and part of the Northwest quarter (NW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) described as commencing at the Northeast corner of said Northwest quarter (NW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) and running thence West 53 rods to a public road thence South 20 feet, thence East 53 rods, thence North 20 feet to the place of beginning, all in Section 35, Township 33 North; Range 8 West of the Second Principal Meridian, excepting therefrom that portion of the real estate granted to the State of Indiana for highway purposes described in a right of way grant dated the 16th day of January, 1964 and recorded the 10th day of April, 1964 in the office of the Recorder of Lake County, Indiana in Deed Record 1229, Page 115 et seq and following.

That part of the Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 25, Township 33 North, Range 8 West described as follows: Commencing at the Southwest corner of said Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) and running thence East on the South line of said Section, 905 feet; thence Northwesterly to a point on the West line of said Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$), which point is 383 feet North of said Southwest corner of the Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of said Section 25, thence South to said place of beginning.

The West one-half ($\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 25, Township 33 North, Range 8 West.

The Northwest quarter (NW $\frac{1}{4}$) of Section 21, Township 33 North, Range 7 West of the Second Principal Meridian.

The Southeast quarter (SE $\frac{1}{4}$) of the Northeast (NE $\frac{1}{4}$) and the North one-half (N $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) all in Section 27, Township 33 North, Range 8 West of the Second Principal Meridian.

All of Section 26, Township 33 North, Range 8 West of the Second Principal Meridian excepting therefrom the following described parcels: 1) the South three-quarter ($\frac{3}{4}$) of the West one-half ($\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) 2) 2 acres more or less described as

follows: Commencing at the Northwest corner of Section 26, thence South 80 rods thence East approximately 10 rods to the center of the road, thence along said road in a Northwesterly course to the place of beginning. All as described in a deed to Jerome Dinwiddie dated the 16th day of October, 1877 and recorded the 3rd day of December, 1877 in the office of the Recorder of Lake County, Indiana in Deed Record 25, Page 250 3) excepting therefrom that portion of the real estate granted to the State of Indiana for highway purposes described in a right of way grant dated the 16th day of January, 1964 and recorded the 10th day of April, 1964 in the office of the Recorder of Lake County, Indiana in Deed Record 1229, Page 115 et seq and following 4) The West 15 rods of the East 35 rods of the Northwest quarter (NW ¼) 5) The East 20 rods of the Northwest quarter (NW ¼) and all that part of the Northeast quarter (NE ¼) of Section 26, line West of Interstate Highway I-65 as the same is now located.

Excepting therefrom

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 and South of the Easterly Right-of-Way of Interstate 65 and South of the South Boundary of State Route 2 containing 31.59 acres more or less.

Also described as:

That part of the Northeast Quarter of the Northeast Quarter of Section 26, Township 33 North, Range 8 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of said Section 26; thence South 01 degrees 37 minutes 54 seconds East, 60.07 feet along the East line of said Northeast Quarter of the Northeast Quarter to the point of beginning; thence North 89 degrees 54 minutes West, 187.33 feet to the Northeasterly line of an Indiana State Highway Right-of-Way grant recorded April 10th, 1964 as Document 556600 in Book 1229, Page 115; thence Westerly, Southwesterly and Southerly along the South and East Right-of-Way of Interstate 65 the following eight courses; 1) thence North 89 degrees 54 minutes West, 299.9 feet; 2) thence North 84 degrees 14 minutes West, 100.5 feet; 3) thence North 89 degrees 56 minutes West, 250.0 feet; 4) thence South 34 degrees 10 minutes West, 107.0 feet; 5) thence South 16 degrees 02 minutes West, 213.9 feet; 6) thence South 21 degrees 00 minutes West, 487.9 feet; 7) thence South 10 degrees 26 minutes West, 473.8 feet; 8) thence South 02 degrees 44 minutes West, 55.31 feet

to the South line of said Northeast Quarter of the 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, 1263.18 feet along said East line to the point of beginning, containing 31.59 acres more or less.

Subject to: Real estate taxes, easements, agreements, covenants, special assessments 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, 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 David W. LeBar, and its corporate seal to be hereunto affixed this 30th day of March, 2000.

Bank One, N.A. as Trustee

Document is
NOT OFFICIAL

By: *David W. LeBar*
Title: **DAVID W. LEBAR**
VICE PRESIDENT

This Document is the property of
the Lake County Recorder!

ATTEST:

Mary J. Paschen
MARY J. PASCHEN
ASSISTANT VICE PRESIDENT

STOP



STATE OF INDIANA)
)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, this 30th day of March, 2000, personally appeared Dana Weber, 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 30th day of March, 2000.

My Commission Expires:

1-29-2001

County of Residence:

Porter

Paula Toth
Notary Public

Printed: Paula Toth

PAULA TOTH, Notary Public
My Commission Expires: Jan. 29, 2001
County of Residence: Porter

This Instrument Prepared By:

William A. Ferngren
HOEPPNER WAGNER & EVANS LLP
103 E. Lincolnway
P.O. Box 2357
Valparaiso, Indiana 46384-2357
219-464-4961
March 13, 2000 C:\MyFiles\12180 Morrow\Deed to LLC.wpd

Mail Tax Bills To:

Morrow Land Company LLC
306 Woodland Circle
Lowell, Indiana 46356