

DEED IN TRUST

THIS INDENTURE WITNESSETH that the Grantors,

Signed and sealed by JACK TONN

of the County of LaPorte 2000 the State of Indiana Convey and Warrant unto HORIZON TRUST AND INVESTMENT MANAGEMENT, National Association, Michigan City, Indiana, successor by merger to First Citizens Bank of Michigan City, a corporation duly organized and existing as a National Banking Association under the laws of the United States of America, duly authorized to accept and execute trusts within the State of Indiana, LaPorte County, as Trustee under

the provisions of a trust agreement dated 5th day of May, 1970, known as Trust Number #607, described real estate in the County of Lake and State of Indiana, to-wit:

A parcel of land known as Lot 9 except the north 150 feet hererof, a subdivision, Lake County Indiana.

This property is identified as parcel 41-49-0497-0009 in the Treasurers Office of Lake County Indiana.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to file mortgage exemptions and any other exemptions from taxation as permitted by law to natural person, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the 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 of the 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, that such successor or successors in trust have been properly appointed and are fully vested with all the title, 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, the Grantors aforesaid have hereunto set its hand and seals this

August day of 19, 2000

Signature of Jack Tonn

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

AUG 21 2000

STATE OF \_\_\_\_\_ } SS COUNTY OF \_\_\_\_\_ }

PETER BENJAMIN LAKE COUNTY AUDITOR

I, Chris Wolfe a Notary Public in and for said County, in the presence of \_\_\_\_\_ do hereby certify that

Jack Tonn

personally known

to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Jack Tonn signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 21st day of August A. D., 2000

My Commission Expires:

4/12/2008

Signature of Christopher R Wolfe Notary Public 01127

Deed prepared by: Jack Tonn Address of Grantee: Griffith Properties, 600 E. Second St., Michigan City, IN 46360