

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2000 SEP 27 PM 3:44

MORRIS W. CARTER
RECORDER No. _____

Mail Tax Bill To:
Mercantile National Bank of Indiana, Trustee
c/o Harry Smiddy
Senior Vice President & Trust Officer
5243 Hohman Avenue
Hammond, Indiana 46320

DEED IN TRUST

THIS INDENTURE WITNESSETH, That the Grantor, Joseph Swiatkowski, of the County of Lake and State of Indiana, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby convey and warrant to:

MERCANTILE NATIONAL BANK OF INDIANA AS
TRUSTEE OF LUCILLE SWIATKOWSKI IRREVOCABLE
TRUST NO. 44-94 DATED JANUARY 24, 1984

the following described real estate in Lake County, State of Indiana, to-wit:

The South ½ of Lot 12, Block 1 and all of Lot 13, Block 1 and the North 6.25 feet of Lot 14, Block 1 all in the Pulaski Addition to East Chicago, Lake County, Indiana. (Commonly known as 5025 Homerlee, East Chicago, Indiana 46312.)

TO HAVE AND TO HOLD the said real estate 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 real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate 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 real estate 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 real estate, or any part thereof, to lease said real estate or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti 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 198 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, to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate 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 real estate or any part thereof, and to deal with said real estate 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 said Trustee or any successor in trust, in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contract to be sold, leased, or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate or be obliged to see that the terms of this trust have been complied with,

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

01750

SEP 26 2000

1 PETER BENJAMIN
LAKE COUNTY AUDITOR

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or be obliged to inquire into the authority, 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, or any successor in trust in relation to said real estate shall be conclusive evidence in favor of every person (including the Recorder of Lake County) 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder

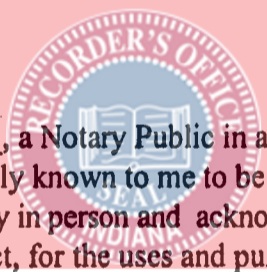
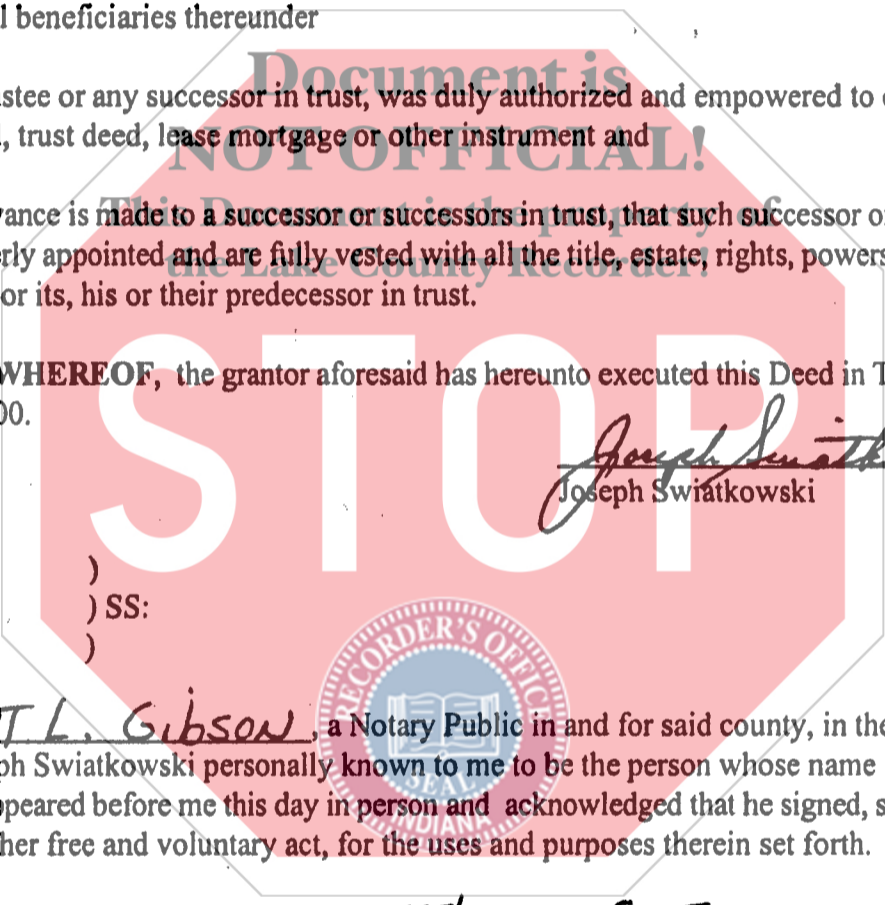
(c) that said Trustee or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease mortgage or other instrument and

(d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations or its, his or their predecessor in trust.

IN WITNESS WHEREOF, the grantor aforesaid has hereunto executed this Deed in Trust this 18th day of SEPTEMBER, 2000.

Joseph Swiatkowski
Joseph Swiatkowski

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)



I, JANNETT L. GIBSON, a Notary Public in and for said county, in the State aforesaid do hereby certify that Joseph Swiatkowski personally known to me to be the 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 same instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 18th day of Sept., 2000.

Jannett L. Gibson
JANNETT L. GIBSON
Notary Public My Commission Expires: April 29, 2008
County of Residence: LAKE

My Commission Expires: _____

My County of Residence: _____

This Instrument Prepared By: Timothy P. Galvin, Jr., Attorney at Law,
Locke Reynolds Galvin, 5231 Hohman Avenue, Hammond, IN 46320