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MAIL TAX BILLS TO:

P.O. Box 36
St. John, IN 46378

RETURN TO:

P.O. Box 36
St. John, IN 46378

Chicago Title Insurance Company

DEED IN TRUST NO. 3

THIS INDENTURE WITNESSETH that the Grantor, *WHITE OAK MANOR, L.P., an Indiana limited partnership*, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid **CONVEYS AND WARRANTS** unto *PEOPLES BANK TRUST NO. 10314 UNDER TRUST AGREEMENT DATED DECEMBER 12, 2001*, the following described real estate in the County of Lake and State of Indiana, to-wit:

A part of the West half of the Southwest Quarter of Section 5, Township 34 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Beginning at a point which is on the North line of said West half of the Southwest Quarter and 1140.01 feet East of the Northwest corner thereof; thence South 89 degrees 03 minutes 27 seconds East, along said North line, a distance of 181.41 feet to the Northeast corner of said West half of the Southwest Quarter; thence South 00 degrees 45 minutes 12.5 seconds West, along the East line of said West half of the Southwest Quarter, a distance of 2650.04 feet to the Southeast corner of said West half of the Southwest Quarter; thence North 88 degrees 57 minutes 11 seconds West, along the South line of said West half of the Southwest Quarter, a distance of 180.25 feet; thence North 00 degrees 43 minutes 43 seconds East, along a line parallel with the West line of said West half of the Southwest Quarter, a distance of 2649.72 feet to the point of beginning, all in Lake County, Indiana.

the Lake County Recorder!

Commonly known as _____

Tax Key No. 6-3-8, 22 and 24 Tax Unit No. 5

SUBJECT NEVERTHELESS TO THE FOLLOWING:

1. Taxes for the year 2001 due and payable in 2002 and for all years thereafter
2. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken or used for road purposes.
3. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken for or lying within State Road No. 8 also known as 109th Avenue along the South side of the land.
4. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
5. Grant of Easement for a 12 inch water line in favor of the Town of St. John, Lake County, Indiana, its respective successors and assigns, dated June 26, 1996 and recorded July 10, 1996 as Document No. 96045817, affecting the South 50 feet of the land.

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

JAN 7 2002

LAKE COUNTY AUDITOR

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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 lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in presenti 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, 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 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, 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.

The undersigned persons executing this Deed represent and certify on behalf of Grantor that the undersigned have been fully empowered by Grantor to execute and deliver this Deed; that Grantor has full legal capacity to convey the real estate described; and that all necessary action for the making of this conveyance has been duly taken. **GRANTOR CERTIFIES UNDER OATH THAT NO INDIANA GROSS INCOME TAX IS DUE OR PAYABLE WITH RESPECT TO THE TRANSFER MADE BY THIS DEED.**

23rd IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set its hand and seal this day of December, 2001.

WHITE OAK MANOR, L.P., AN INDIANA LIMITED PARTNERSHIP

By: Florian V. O'Day

Printed Name: FLORIAN V. O'DAY

Title: MANAGING PARTNER.

STATE OF INDIANA)
COUNTY OF LAKE) SS:

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Florian V. O'Day, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person on behalf of White Oak Manor, L.P. and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 23rd day of December, 2001.

This Document is the property of the Lake County Recorder. Notary Public

Printed Name: Howard C. G. G. G.

My Commission Expires: AUG 16, 2008

County of Residence: LAKE

This Instrument prepared by Glenn R. Patterson, Esq., Tauber & Westland, P.C., 9211 Broadway, Merrillville, Indiana 46410

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