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LAKE COUNTY
FILED FOR RECORD

2004 035375

2004 APR 30 10 11 AM

SEND TAX STATEMENTS TO:

PINE Crest, Inc.
c/o Peoples Bank Trust No. 10334
14415 Lauerman Street
Cedar Lake, IN 46303

MC...

TRUSTEE'S DEED

CM 120037009

THIS INDENTURE WITNESSETH, that BANK ONE TRUST COMPANY, N. A. under the Provisions of a Trust Agreement dated August 7, 1978, and known as Trust Number 38 in Lake County, in the State of Indiana, conveys, releases and quitclaims to Peoples Bank SB Trust #10334, of Lake County, Indiana 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:

*as Trustee under Trust Agreement dated the 30th day of September, 2003, known as Part of Government Lot 2 in the Northeast 1/4 of Section 34, Township 34 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point where the South line of the Northeast 1/4 intersections the East line of a highway running in a North and South direction through said section; thence North along the East line of said highway, 498.55 feet, more or less, to the South line of Nelson's Oak Grove Addition, as per plat thereof, recorded in Plat Book 16 page 18, in the Office of the Recorder of Lake County, Indiana; thence East along the South line of said Addition to a point in the center line of the abandoned Chicago, Indianapolis and Louisville Railroad right of way; thence North along said center line a distance of 34 feet; thence East 105 feet, more or less, to the low water line of Cedar Lake; thence South along the said low water line of Cedar Lake to the South line of said Northeast 1/4; thence West along the South line of said Northeast 1/4 to the place of beginning.

Subject to easements, liens, encumbrances 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 TRUST COMPANY, N.A. formerly 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 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 the BANK ONE TRUST COMPANY, N.A. formerly NBD Bank, 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 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.

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

APR 30 2004

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

002450 16/8

Chicago Title Insurance Company

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 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 COMPANY, 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 TRUST COMPANY, N.A., personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects.

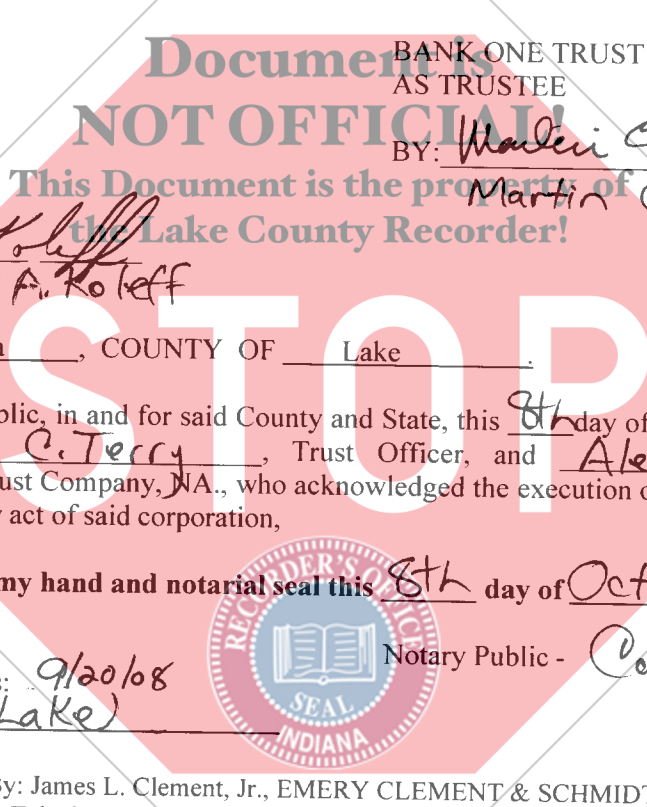
IN WITNESS WHEREOF, the said BANK ONE TRUST COMPANY, N. A., as Trustee of aforesaid Trust has caused this Deed to be signed by Martin C. Terry, its Trust Officer, and attested by Alexander A. Koff, its Officer, and its corporate seal to be hereunto affixed this 8th day of October, 2003.

BANK ONE TRUST COMPANY, N.A.
AS TRUSTEE

BY: Martin C. Terry
Martin C. Terry

ATTEST:

Alexander A. Koff
Alexander A. Koff

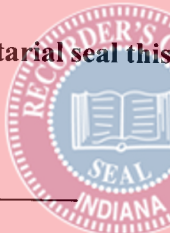


STATE OF Indiana, COUNTY OF Lake

Before me, a Notary Public, in and for said County and State, this 8th day of October 2003, personally appeared Martin C. Terry, Trust Officer, and Alexander A. Koff, Officer, of Bank One Trust Company, N.A., who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation,

GIVEN under my hand and notarial seal this 8th day of October, 2003.

My Commission Expires: 9/20/08
County of Residence: Lake



Notary Public - Carney Beil

This Instrument Prepared By: James L. Clement, Jr., EMERY CLEMENT & SCHMIDT, P.C., 370 West 80th Place, Merrillville, Indiana 46410, Telephone: (219) 756-0555.

