2007 026639

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2007 APR - 2 AM 8: 55

MICHAEL A. BROWN RECORDER

Trust to Trust Conbeyance Trustee's Beed - Beed in Trust

THIS INDENTURE made this 1st _,20_07 of February ** between HARRIS N.A., a National Banking Association, organized and existing under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Indiana, not personally, but solely as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a certain Trust

**as Successor Trustee for Mercantile National Bank of Indiana

| Agreement dated [| T/tu | _ day of | | • | | | |
|---------------------|--------------------|-------------------|------------------|----------------------|--------------------|-----------------|------------------|
| January | , 1975 | | | | | | |
| , AND | known as Trust | Number | 3304 | grantor a | and party of the f | irst part, and | |
| FIF | RST NATIONAL | BANK OF I | ILLINOIS, AS | TRUSTEE UNDE | R TRUST #60 | 79, DATED 1 | L/25/07 |
| | | / | | | | | the second part. |
| Grantees Address: | 1101 Jol | iet Street | t, Dyer, Ind | iana 463114 | | | |
| WITNESSETH, th | at said party of t | he first part, in | consideration of | the sum of rope | rtys10.00 | | |
| , | | | | er good and valuabl | | n hand paid doe | s hereby convey |
| and quit-claim unto | said parties of t | | | escribed real estate | | Lake | County, |
| Indiana, to wit: | - | | | | | | |
| • | | | | | | | |

SEE ATTACHED RIDER

Permanent Index No.:_ See Attached

Together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD THE same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

SUBJECT TO: The liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county given to secure the payment of money remaining unreleased at the date of the delivery hereof, to all real estate taxes due or to become due and all conditions, covenants and restrictions or record.

THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECITED ON THE REVERSE SIDE HEREOF AND ARE INCORPORATED HEREIN BY REFERENCE

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its officers and attested by another of its officers, the day and year first above written.



HARRIS N.A. as Successor Trustee to Mark of as Trustee aforesaid, and not personally Indiana

Prepared By: Janet L. Dremonas

Form 900 IN 8/06

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

MAR 2 9 2007

PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR

004162

926-10310

TICOR TITLE INSURANCE

Form IN900 (Back) 8/06

TAX MAILING ADDRESS

Schererville, IN 46375

SUBJECT TO:

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 subdivide the premises or any part thereof, to dedicate ps. its, streets, bighways or alleys and to vacate any subdivision or part thereof, and to resubdivide the premises as often as desired, to contract to sell on any terms, to convey either with or without consideration, to convey the premises or any part thereof to a successor or successor or successor or successor in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise incumber the premises, or any part thereof, from time to time, in possession or reversion, by leases to commence in prasesenti or futuro, and upon any terms and for any part thereof, from time to time, in possession or reversion, by leases to commence in prasesenti or futuro, and upon any terms and for any part thereof, from time to time, in possession or reversion, by leases to commence in prasesenti or futuro, and 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 ferms 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 for any part thereof, no other real or periods of fixing the amenner of fixing the amount of present or future rentals, to partition or to exchange said of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said of the reversion and to contract respecting the manner of fixing the amount of present or the premises or any part thereof, nor about or easement appurement approach, to any part thereof, and to deal with it, whether similar to or different from the other considerations as it would be lawful for any person owning the title to the premises or any part thereof in all other ways and for such other considerations as it would be lawful for any person of the premises or any

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 any party dealing with said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obligated 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 the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to include any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument, (a) that such conveyance conclusive evidence in favor of every person relying upon at least agreement was in full force and effect, (b) that such conveyance or other instrument was executed by this indenture and by said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and elivery thereof the trust, that such deed, trust deed, lease, mortgage or other instrument and and deliver every such deed, trust deed, lease, mortgage or other instrument and as a fully vested with all the as successor in trust, that such successor or successor in trust, that such successor or successor in trust, that such successor of such or successor in trust, in the such successor of such or successor in trust, that such successor or successor in trust, in the such successor in trust.

The interest of each and every beneficiary hereunder and under said Trust Agreement 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 any other disposition of said premises, 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 premises as such, but only an interest in the earnings avails and proceeds thereof as aforesaid.

| 7651 Harvest Dr. | 8840a - III antanali |
|---|--|
| | STREET 3256 Ridge Road |
| VDDKESS OF PROPERTY | L Wirst National Bank of Illinois |
| Muco Solo Solo Solo Solo Solo Solo Solo So | E NVME D |
| JA 30 HOUTOUT OF LAND HOUTON THE TOTAL OF LAND HOUTON THE LAND HOUTON THE TOTAL OF LAND HOUTON THE TOTAL OF LAND HOUTON THE LAND HOUTON THE TOTAL OF LAND HOUTON THE TOTAL | Janet V. Drehobas |
| TO 02 John Jan of January 20 07 | Given under my hand sand M |
| 14 100000000000000000000000000000000000 | And the same of th |
| urposes therein set forth | he free and voluntary act of said bank, as Trustee for the uses and pu |
| id bank to said instrument as his/her own free and voluntary act and | the corporate seal of said bank did affix the said corporate seal of sai |
| pank did also then and there acknowledge that he/she as custodian of | of said Officers of said b |
| pank, as I rustee for the uses and purposes, therein set forth and the | wan free and voluntary acts, and as the free and voluntary act of said |
| nowledged that they signed and delivered the said instrument as theur | said bank respectively, appeared before me this day in person and ackn |
| names are subscribed to the foregoing instrument as such officers of | of said bank respectively, smown to me to be the same persons, whose is |
| Vice Predident and Trust Officer | Kristen L. Mallory, |
| reantile Mational Bank of Indiana | OF HARRIS N.A., and **as Successor Trustee to Me |
| themusod sind Trust Officer | STATE OF INDIANA CERTIFY that all and STATE |
| Public in and for the said County and State aforesaid, DO HEREBY | COUNTY OF LAKE I, the undersigned, a Motary I |
| | |

LEGAL DESCRIPTION RIDER

PARCEL 1: LOTS 6 AND 7 IN THE RESUBDIVISION OF TRACT A, IN PHASE ONE BROADFIELD CENTER, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 55 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2: PARCEL 2 IN PHASE 2-A, BROADFIELD CENTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 53 PAGE 80, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 3: LOTS 1, 3, 6, 7, 8, 11 TO 14, BOTH INCLUSIVE, AND LOT 15, EXCEPTING THEREFROM THE FOLLOWING: PART OF LOT 15, PHASE ONE SUBDIVISION OF TRACT "E", BROADFIELD CENTER, IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 66 PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 296.0 FEET EAST AND 40.0 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 15; THENGE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 15, A DISTANCE OF 200.00 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 13 SECONDS EAST, 30.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 200.00 FEET TO THE NORTH RIGHT OF WAY OF 93RD AVENUE; THENCE NORTH 89 DEGREES 32 MINUTES 13 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 30.0 FEET TO THE POINT OF BEGINNING, IN PHASE ONE SUBDIVISION OF TRACT "E", BROADFIELD CENTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 66 PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

PARCEL 4: BLOCK 6 OF BROADFIELD PHASES ONE AND TWO, A PLANNED UNIT DEVELOPMENT TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 92 PAGE 98, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

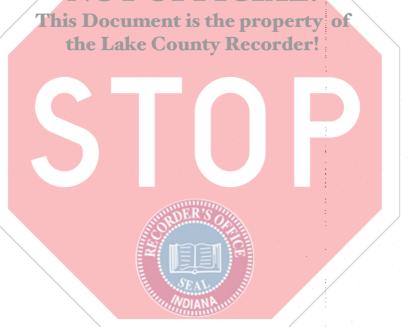
PARCEL 5: PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERNMOST CORNER OF LOT 1. IN BLOCK 5, OF BROADFIELD TOWNHOMES ADDITION TO THE TOWN OF MERRILLVILLE, AS RECORDED IN PLAT BOOK 84, PAGE 41, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, THENCE SOUTH 41 DEGREES 43 MINUTES 05 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID LOT 1 AND LOT 1 EXTENDED, A DISTANCE OF 517.50 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 368.69 FEET TO A POINT WHICH LIES ALONG THE NORTH LINE OF LOT 27 AS SHOWN IN BLOCK 3 OF BROADFIELD TOWNHOMES ADDITION, IN THE TOWN OF MERRILLVILLE, AS RECORDED IN PLAT BOOK 74 PAGE 62, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE NORTH 90 DEGREES 00 MNUTES 00 SECONDS WEST, A DISTANCE OF 165.00 FEET TO THE NORTHWEST CORNER OF LOT 28 IN SAID BLOCK 3; THENCE NORTH 51 DEGREES 25 MINUTES 57 SECONDS WEST A DISTANCE OF 124.52 FEET TO THE NORTHEAST

CORNER OF LOT 30 IN SAID BLOCK 3; THENCE NORTH 33 DEGREES 55 MINUTES 38 SECONDS WEST, A DISTANCE OF 110.00 FEET TO THE NORTHERNMOST CORNER OF LOT 31, IN SAID BLOCK 3; THENCE SOUTH 66 DEGREES 04 MINUTES 22.5 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID LOT 31, A DISTANCE OF 145.00 FEET; THENCE NORTH 33 DEGREES 55 MINUTES 38.5 SECONDS WEST, A DISTANCE OF 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 92ND DRIVE (80 FEET WIDE), AS SHOWN IN THE RECORDED PLAT OF SAID BLOCK THREE AND THE PLAT OF BLOCK ONE OF BROADFIELD TOWNHOMES ASSOCIATION TO THE TOWN OF MERRILLVILLE, AS RECORDED IN PLAT BOOK 67, PAGE 65, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTH 56 DEGREES 04 MINUTES 21.5 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 566.822 FEET TO A POINT WHICH LIES ON THE EASTERLY RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE (FORMERLY BROADFIELD DRIVE, 80 FEET WIDE), AS SHOWN IN THE PLAT OF PHASE ONE, BROADFIELD CENTER, DEVELOPMENT PLAN, AS RECORDED IN PLAT BOOK 48, PAGE 82, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE NORTHWESTERLY ALONG A CURVE WHICH IS CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 440.00 FEET (THE CHORD OF WHICH BEARS NORTH 54 DEGREES 34 MINUTES 17.9 SECONDS WEST, A DISTANCE OF 234.109 FEET), AN ARC DISTANCE OF 236.963 FEET; THENCE NORTH 70 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET, TO A POINT OF CURVE; THENCE NORTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG A CURVE WHICH IS CONCAVE TO THE EAST, HAVING A RADIUS OF 460.0 FEET (THE CHORD OF WHICH BEARS NORTH 25 DEGREES DO MINUTES DO SECONDS WEST, A DISTANCE OF 650.54 FEET), AN ARC DISTANCE OF 722.57 FEET: THENCE NORTH 20 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85 DEGREES 56 MINUTES 43 SECONDS EAST; A DISTANCE OF 364.01 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 840.00 FEET, (THE CHORD OF WHICH BEARS NORTH 06 DEGREES 51 MINUTES 32 SECONDS EAST, A DISTANCE OF 381.95 FEET), AN ARC DISTANCE OF 385.32 FEET; THENCE EASTERLY ALONG A CURVE WHICH IS CONCAVE TO THE SOUTH, HAVING A RADIUS OF 485.00 FEET, (THE CHORD OF WHICH BEARS SOUTH 89 DEGREES 39 MINUTES 16 SECONDS EAST, A DISTANCE OF 537.76 FEET). AN ARC DISTANCE OF 570.00 FEET; THENCE NORTH 34 DEGREES 00 MINUTES 52 SECONDS EAST, A DISTANCE OF 400.00 FEET TO A POINT WHICH LIES ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENFIELD DRIVE, AS SHOWN IN THE RECORDED PLAT OF SAID PHASE ONE, BROADFIELD CENTER, DEVELOPMENT PLAN; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ON A CURVE WHICH IS CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 885,00 FEET (THE CHORD OF WHICH BEARS SOUTH 45 DEGREES 25 MINUTES 46 SECONDS EAST, A DISTANCE OF 324.27 FEET), AN ARC DISTANCE OF 326.11 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENFIELD DRIVE, AS SHOWN IN PLAT BOOK 77, PAGE 97, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 790.00 FEET (THE CHORD OF WHICH BEARS SOUTH 44 DEGREES 03 MINUTES 18 SECONDS EAST, A DISTANCE OF 259.50 FEET), AN ARC DISTANCE OF 260.68 FEET; THENCE SOUTH 53 DEGREES 30 MINUTES 29 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 303.10 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 710.00 FEET (THE CHORD OF WHICH BEARS SOUTH 50 DEGREES 53 MINUTES 42 SECONDS EAST, A DISTANCE OF 64.74 FEET) AN ARC DISTANCE OF 64.76 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION, ALL IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 28, BLOCK THREE OF BROADFIELD TOWNHOMES ADDITION, A SUBDIVISION OF TRACT "D", BROADFIELD CENTER IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, AS RECORDED IN PLAT BOOK 74, PAGE 62, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY INDIANA; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 28, A DISTANCE OF 5.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 5.00 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 28, A DISTANCE OF 70.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 28; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 70.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 28, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING, ALL IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA.

COMMONLY KNOWN AS: VACANT LAND, BROADFIELD PARK, MERRILLVILLE, IN

KEY NO .: SEE ATTACHED NOT OFFICIAL!



TRUST 3304 - BROADFIELD PARK - KEY NUMBERS

Location

(KEY #) ACREAGE

| | | |
|----------------------------------|----------------------------------|---------------|
| | | |
| TRACT A | 45.540.0 1.50 | |
| Lot 6 tract A 1.531 acres | 15-519-6 1.53 | |
| Lot 7 tract A 1.478 acres | 15-519-7 1.48 | |
| | | |
| TRACT B | 15-506-2 2.40 | |
| Phase 2A trct B par2 | 15-506-2 2.40 | |
| | | |
| | 15-481-3 (orig.) 3.41 | |
| TRACT G - WM. POND | 15-768-0001 (replat) | 3.50 |
| Block 6 - Phase I of Wm. Pond | 15-768-0001 (replat) | 35.33 |
| Block 6 - Phase 2 of Wm. Pond | 10-700-0002 (Teplat) | 100.00 |
| | | 1 |
| TRACT C | 15-126-6 1.00 | 1 |
| appr. 25 ac includes farmhouse | 10-120-0 1:00 | 1 |
| 201110110 | | |
| CAMBRIDGE COMMONS | | |
| CCJV/TRACT E | 1 Joeume | nt is |
| Lot 11 includes conservancy | 15-575-11 1.36 | |
| Lot 12 includes conservancy | 15-575-12 1.31 15-575-13 1.02 | CIALL |
| Lot 13 includes conservancy | | |
| Lot 14 includes conservancy This | 15-575-15 5.71 | e property of |
| Lot 15 includes conservancy | e Lake County | Recorder! |
| | | - |
| CCJV/BROADFIELD | 15-575-01 1.04 | |
| Lot 1 includes conservancy | 15-575-03 1.13 | |
| Lot 3 includes conservancy | 15-575-06 1.27 | |
| Lot 6 includes conservancy | 15-575-07 1.35 | |
| Lot 7 includes conservancy | 15-575-08 . 75 | |
| Lot 8 includes conservancy | 110 010 00 | |
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| | annino. | |
| | JUNDER'S | 100 |