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200808017602

FILED FOR RECORD IN
TIPPECANOE COUNTY, IN
ONETA TOLLE, RECORDER

09/10/2008 03:55:17PM

AFFIDAVIT 92.00

**AFFIDAVIT IN SUPPORT OF
TRANSFER OF REAL PROPERTY**

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

2008
SEP 17 2008

The undersigned, being first duly sworn, deposes and states as follows:

1. My name is C. DOUGLAS LEFFERSON ("Affiant") and my mailing address is c/o First Financial Bank, N.A., 4000 Smith Road, Suite 400, Cincinnati, Ohio 45209. I am the EVP / COO of FIRST FINANCIAL BANK, N.A., a national banking association ("First Financial"), and I make this Affidavit in connection with the transfer of certain real properties located in Lake County, Indiana and Tippecanoe County, Indiana (collectively, the "Properties"), which transfers are being effectuated pursuant to the Limited Warranty Deeds attached hereto as Exhibit "A" (the "Limited Warranty Deeds").

2. Fee simple title to each of the Properties is shown to be vested in the name of Sand Ridge Bank, as Trustee of Trust No. 13-0799, 13-7780 or 13-7703, as applicable (collectively, the "Trusts"), in the public records of said counties and state.

3. Affiant states that on or about August 19, 2005, First Financial acquired Sand Ridge Bank. Upon and after said acquisition, Sand Ridge Bank ceased to exist and was fully merged into First Financial. Based on such merger, First Financial, as successor by merger to Sand Ridge Bank, became both the trustee and the beneficiary under each of the Trusts. Copies of the Trust Agreements for the Trusts are attached hereto as Exhibit "B". Each Trust currently owns one or more of the Properties. First Financial, as Trustee under each of the Trusts, now desires to cause the Properties to be transferred to First Financial pursuant to the Limited Warranty Deeds.

4. Affiant states that the sole purpose of recording the Limited Warranty Deeds delivered concurrently herewith is to transfer the title to the Properties from First Financial Bank, N.A., as successor Trustee under each of the Trusts, to First Financial Bank, N.A.

5. Affiant states that no consideration is being paid and the transaction is not a gift.

6. The purpose of this Affidavit is to clarify the relationship between First Financial and Sand Ridge Bank.

FURTHER AFFIANT SAYETH NAUGHT.

MERIDIAN TITLE CORPORATION
HAS MADE AN ACCOMODATION
RECORDING OF THIS DOCUMENT



FILED

SEP 17 2008

Name: C. Douglas Lefferson
Title: EVP & COO

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER.

SEP 10 2008

Jennifer Weston
AUDITOR OF TIPPECANOE CO.

015139

8600
MT
PB

Sworn to before me and subscribed in my presence this 17th day of July, 2008 by C. DOUGLAS LEFFERSON, the VP/COO of First Financial Bank, N.A., a national banking association, on behalf of the association.



Notary Public

This instrument prepared by:

Kalman Steinberg, Esq.
Keating, Muething & Klekamp, PLL
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45202
(513) 579-6910



CYNTHIA R. JOHNSON
Notary Public, State of Ohio
My Commission Expires Feb. 08, 2010

2544496.1

PLEASE RETURN TO:



Riverbend Commercial Title Agency

One East Fourth Street • Suite 1400 • Cincinnati, Ohio 45202
Attn: DIANA FELL



EXHIBIT 'A'

LEGAL DESCRIPTION

See attached



"EXHIBIT A"

Parcel No. _____

**LIMITED
WARRANTY DEED**

THIS INDENTURE WITNESSETH, That FIRST FINANCIAL BANK, N.A., a national banking association, as successor Trustee under Trust No. 13-0799 ("Grantor") of Hamilton County, in the State of Ohio, BARGAINS, SELLS and CONVEYS to FIRST FINANCIAL BANK, N.A., a national banking association ("Grantee"), of Hamilton County, in the State of Ohio, for the sum of Ten Dollars (\$ 10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana:

See Legal Description Attached as Exhibit "A" of the Lake County Recorder!

Subject to the lien for real property taxes due and payable in 2008 and thereafter.

Subject to any and all easements, agreements and restrictions of record.

TO HAVE AND TO HOLD the Real Estate to Grantee and Grantee's successors and assigns forever. Grantor covenants and warrants that said Real Estate is free of any encumbrance made or suffered by said Grantor, except any set forth above, and that Grantor and Grantor's successors shall warrant and defend the same to said Grantee and said Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed this 17 day of July, 2008.

GRANTOR:

FIRST FINANCIAL BANK, N.A., as
successor Trustee under Trust No. 13-0799
dated October 11, 1994

By: Dennis G. Walsh
Name: DENNIS G. WALSH
Title: SVP & MGR. DIR.

STATE OF OHIO)
) SS: ACKNOWLEDGMENT
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Dennis Walsh, the Trust Officer of First Financial Bank, N.A., as successor Trustee under Trust No. 13-0799, who acknowledged the execution of the foregoing Limited Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

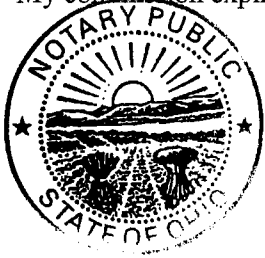
Witness my hand and Notarial Seal this 17th day of July, 2008.

My commission expires:

Signature

Printed

Resident of Butler County, Ohio



SARAH E. MELONE
Notary Public, State of Ohio
My Commission Expires
November 28 2011

This instrument prepared by:

Steven C. Coffaro, Esq.
Keating, Muething & Klekamp, PLL
One East Fourth Street #1400
Cincinnati, Ohio 45202

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____ (name of person making affirmation)

Return deed to _____

Send tax bills to _____

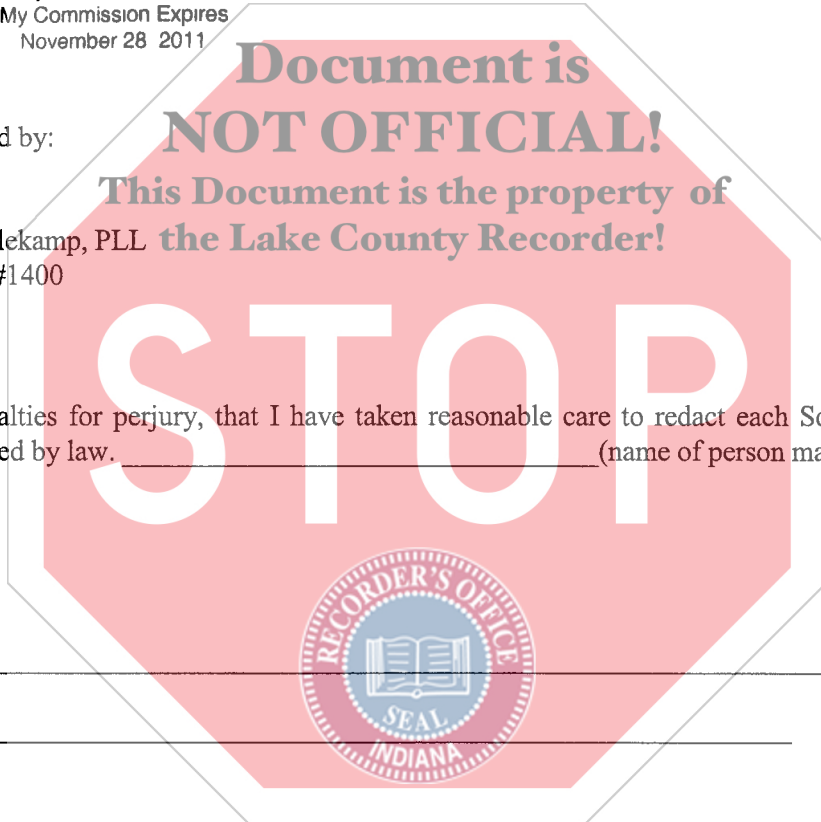


EXHIBIT 'A'

LEGAL DESCRIPTION

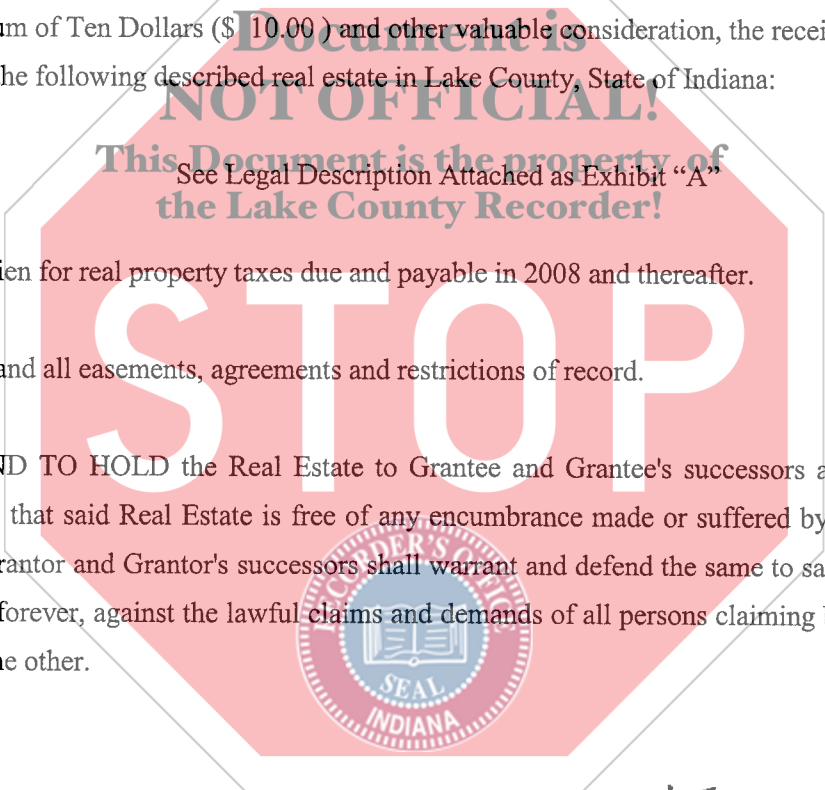
The east 65.89 feet of the west 916.23 feet of the following described tract. Part of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 33, Township 36 North, Range 9, west of the second principal meridian, described as commencing at the northeast corner thereof; thence south 332.80 feet; thence west 1308.82 feet to the east right-of-way of the Chicago, Indiana & Southern Railway; thence running north along aid right-of-way line 332.80 feet to the north line of said section; thence running east 1309.00 feet to the place of beginning, in the Town of Highland Lake County, Indiana.



Parcel No. _____

**LIMITED
WARRANTY DEED**

THIS INDENTURE WITNESSETH, That FIRST FINANCIAL BANK, N.A., a national banking association, as successor Trustee under Trust No. 13-0799 ("Grantor") of Hamilton County, in the State of Ohio, BARGAINS, SELLS and CONVEYS to FIRST FINANCIAL BANK, N.A., a national banking association ("Grantee"), of Hamilton County, in the State of Ohio, for the sum of Ten Dollars (\$ 10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana:



Subject to the lien for real property taxes due and payable in 2008 and thereafter.

Subject to any and all easements, agreements and restrictions of record.

TO HAVE AND TO HOLD the Real Estate to Grantee and Grantee's successors and assigns forever. Grantor covenants and warrants that said Real Estate is free of any encumbrance made or suffered by said Grantor, except any set forth above, and that Grantor and Grantor's successors shall warrant and defend the same to said Grantee and said Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed this 17 day of ~~June~~^{July}, 2008.

GRANTOR:

FIRST FINANCIAL BANK, N.A., as
successor Trustee under Trust No. 13-0799
dated October 11, 1994

By: Dennis G. Walsh
Name: DENNIS G. WALSH
Title: SEN. VP & MGR. DIR

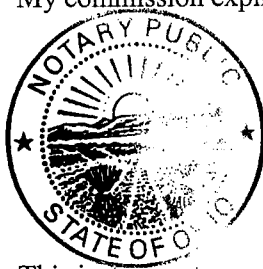
STATE OF OHIO)
) SS: ACKNOWLEDGMENT
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Dennis Walsh, the Trust Officer of First Financial Bank, N.A., as successor Trustee under Trust No. 13-0799, who acknowledged the execution of the foregoing Limited Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of July, 2008.

My commission expires:

Signature [Signature]
Printed Sarah Melone

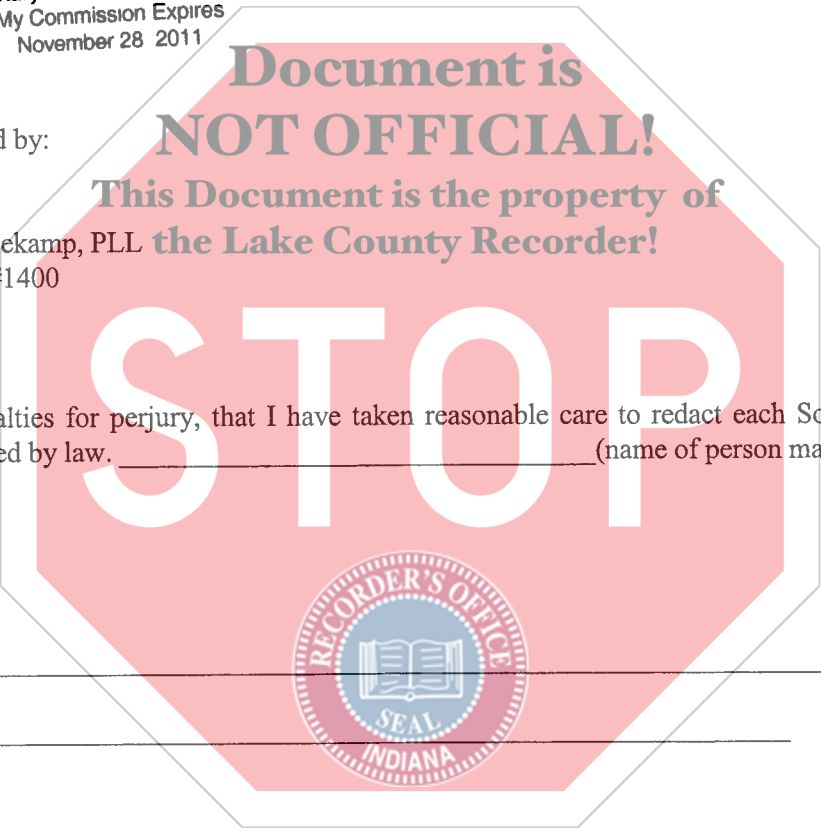


SARAH E. MELONE
Notary Public, State of Ohio
My Commission Expires
November 28 2011

Resident of Butler County, Ohio

This instrument prepared by:

Steven C. Coffaro, Esq.
Keating, Muething & Klekamp, PLL
One East Fourth Street #1400
Cincinnati, Ohio 45202



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____ (name of person making affirmation)

Return deed to _____

Send tax bills to _____

EXHIBIT 'A'

LEGAL DESCRIPTION

See attached



LEGAL DESCRIPTION

Part of the East half of the Southeast Quarter of Section 29, Township 35 North, Range 9 West in Lake County, Indiana, described as follows:
^ 2ND P.M.

Commencing at the Southeast corner of Section 29 described above; thence North 00 degrees 00 minutes 00 seconds East (this and all subsequent bearings appearing in this description being based on the same system) 1061.20 feet along the East line of Section 29; thence North 90 degrees 00 minutes 00 seconds West 63.15 feet to the point of beginning of this description, said point of beginning being on the West right-of-way line of of Wicker Blvd. (U.S. 41); thence South 00 degrees 00 minutes 00 seconds East 152.00 feet along a line 63.15 feet west of and parallel to the east line of Section 29 described above; thence North 90 degrees 00 minutes 00 seconds West 200.00 feet along the north line of the owner's land as described in Warranty Deed 489103 as recorded in Book 869 page 250, August 19, 1950, to the northwest corner of the owner's land as described in Warranty Deed 4891 03 above; thence South 00 degrees 00 minutes 00 seconds East 159.50 feet along the west line of the owner's land as described above in Warranty Deed 489103 (75.00 feet) and along the west line of the owner's land as described in Quit Claim Deed 839716 recorded February 3, 1986 (84.50 feet to the southwest corner of the owner's land as described in Quit Claim Deed 839716 above; thence North 81 degrees 14 minutes 49 seconds East 62.43 feet (62.4 feet from Deed 839716 described above) to the northwest corner of the owner's land as described in Quit Claim Deed 007699 recorded November 18, 1988; thence South 00 degrees 00 minutes 00 seconds East 125.00 feet to the southwest corner of the owner's land as described in Deed 007699 above; thence continuing South 00 degrees 00 minutes 00 seconds East 40.85' to the southeast corner of the owner's land as described in Warranty Deed 105094 recorded June 11, 1990; thence South 78 degrees 00 minutes 44 seconds West 140.24 feet along the south line of the owner's land as described in Warranty Deed 105094 above, to the east right-of-way line of Patterson Street; thence North 20 degrees 45 minutes 02 seconds West 77.24 feet along the east right-of-way line of Patterson Street; thence North 17 degrees 47 minutes 19 seconds West 388.16 feet along the east right-of-way line of Patterson Street to a southwest corner of a public access road as described in corrected deed of dedication 054474 recorded August 25, 1989; thence North 27 degrees 33 minutes 15 seconds East 21.57 feet, this and the next four calls are along the south line of the above described public access road; thence North 71 degrees 36 minutes 40 seconds East 147.58 feet; thence Northeasterly 90.93 feet along an arc to the right and having a radius of 283.31 feet and subtended by a long chord having a bearing of North 80 degrees 48 minutes 20 seconds East and a length of 90.54 feet; thence North 90 degrees 00 minutes 00 seconds East 155.18 feet; thence South 47 degrees 02 minutes 38 seconds East 36.69 feet to the point of beginning and containing 2.812 acres, more or less.

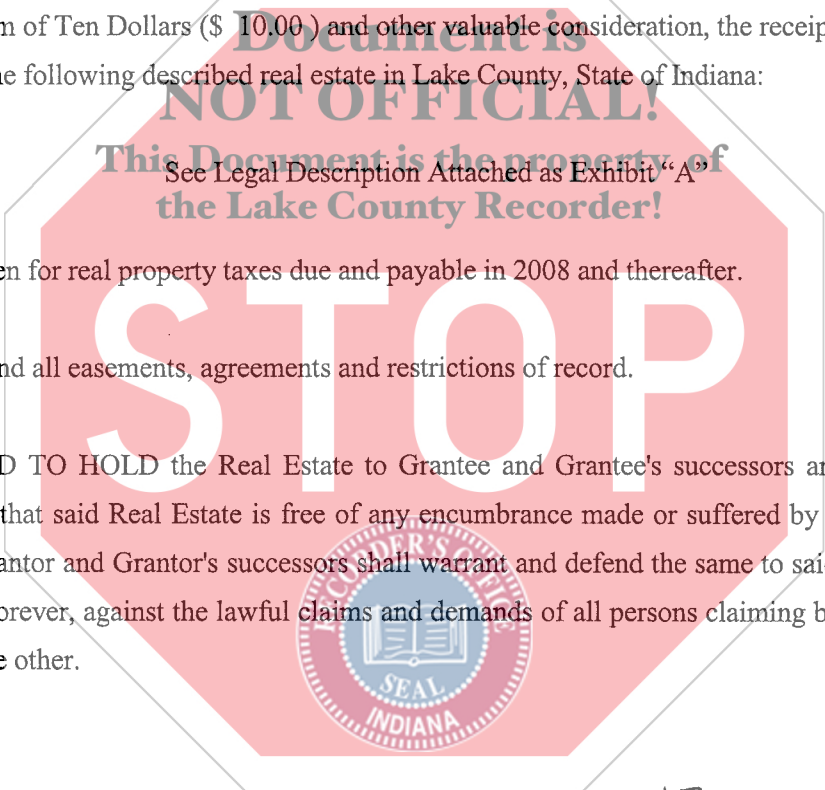


22-12-5-24 + 26
22-12-5-20

Parcel No. _____

**LIMITED
WARRANTY DEED**

THIS INDENTURE WITNESSETH, That FIRST FINANCIAL BANK, N.A., a national banking association, as successor Trustee under Trust No. 13-0799 ("Grantor") of Hamilton County, in the State of Ohio, BARGAINS, SELLS and CONVEYS to FIRST FINANCIAL BANK, N.A., a national banking association ("Grantee"), of Hamilton County, in the State of Ohio, for the sum of Ten Dollars (\$ 10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana:



Subject to the lien for real property taxes due and payable in 2008 and thereafter.

Subject to any and all easements, agreements and restrictions of record.

TO HAVE AND TO HOLD the Real Estate to Grantee and Grantee's successors and assigns forever. Grantor covenants and warrants that said Real Estate is free of any encumbrance made or suffered by said Grantor, except any set forth above, and that Grantor and Grantor's successors shall warrant and defend the same to said Grantee and said Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed this 17 day of July, 2008.

GRANTOR:

FIRST FINANCIAL BANK, N.A., as
successor Trustee under Trust No. 13-0799
dated October 11, 1994

By: Dennis G. Walsit
Name: DENNIS G. WALSH
Title: SEN. V.P. & MGR. DIR.

STATE OF OHIO)
) SS: ACKNOWLEDGMENT
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Dennis Walsh, the Trust Officer of First Financial Bank, N.A., as successor Trustee under Trust No. 13-0799, who acknowledged the execution of the foregoing Limited Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of July, 2008.

My Commission expires:



SARAH E. MELONE
Notary Public, State of Ohio
My Commission Expires
November 28 2011

Signature _____
Printed Sarah Melone

Resident of Butler County, Ohio

This instrument prepared by:

Steven C. Coffaro, Esq.
Keating, Muething & Klekamp, PLL
One East Fourth Street #1400
Cincinnati, Ohio 45202

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

STOP

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____ (name of person making affirmation)

Return deed to _____

Send tax bills to _____



The land referred to in this Commitment is described as follows:

PARCEL 1: PART OF SCHOOL LOT 49 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIPE 163 FEET NORTH OF THE SOUTH LINE OF SAID SCHOOL LOT 49 AND 69.40 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 (SAID IRON PIPE BEING ALSO ON THE WESTERLY RIGHT OF WAY LINE OF THE PENNSYLVANIA RAILROAD) THENCE NORTHWESTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD 320 FEET TO AN IRON BOLT, THENCE SOUTHWESTERLY 247.10 FEET TO AN IRON PIPE ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 8, THENCE SOUTHEASTERLY ALONG THE RIGHT OF WAY LINE OF SAID STATE ROAD 8, A DISTANCE OF 275 FEET TO AN IRON STAKE ON THE SOUTH LINE OF SAID LOT NO. 49, THENCE EAST ALONG SAID LOT LINE A DISTANCE OF 292.50 FEET TO A POINT 163 FEET SOUTH OF THE POINT OF BEGINNING, THENCE NORTH 163 FEET TO THE PLACE OF BEGINNING, EXCEPT 80 FEET BY PARALLEL LINES OFF THE NORTHWESTERLY SIDE OF THE ABOVE DESCRIBED TRACT.

PARCEL 2: THAT PART OF SCHOOL LOT 48 OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE STATE ROAD AS REFERRED TO IN DEEDS RECORDED IN DEED RECORD 1002, PAGE 279; DEED RECORD 1106, PAGE 32; DEED RECORD 1073, PAGE 458 AND DEED RECORD 1108, PAGE 326, IN LAKE COUNTY, INDIANA, EXCEPT THAT PART THEREOF LYING WITHIN STATE ROADS.

PARCEL 3: THE SOUTHWESTERLY 50 FEET OF THE REAL ESTATE DESCRIBED IN THAT CERTAIN GRANT RECORDED JUNE 20, 1864 IN DEED RECORD "Z", PAGE 55, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, SAID 50 FEET IS LIMITED TO THAT PORTION OF THE REAL ESTATE DESCRIBED ABOVE WHICH IS NORTHEASTERLY OF AND ADJACENT TO THE NORTHEASTERLY 240 FOOT BOUNDARY LYING BETWEEN THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF THE FOLLOWING DESCRIBED TRACT AND THE EAST LINE EXTENDED NORTH OF THE FOLLOWING DESCRIBED TRACT: PART OF SCHOOL LOT 49 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIPE 163 FEET NORTH OF THE SOUTH LINE OF SAID SCHOOL LOT 49 AND 69.40 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER (SAID IRON PIPE BEING ALSO ON THE WESTERLY RIGHT OF WAY LINE OF THE PENNSYLVANIA RAILROAD), THENCE NORTHWESTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD 320 FEET TO AN IRON BOLT, THENCE SOUTHWESTERLY 247.10 FEET TO AN IRON PIPE ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 8; THENCE SOUTHEASTERLY ALONG THE RIGHT OF WAY LINE OF SAID STATE ROAD 8, A DISTANCE OF 275 FEET TO AN IRON STAKE ON THE SOUTH LINE OF SAID LOT 49, THENCE EAST ALONG SAID LOT LINE A DISTANCE OF 292.50 FEET TO A POINT 163 FEET SOUTH OF THE POINT OF BEGINNING, THENCE NORTH 163 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA, EXCEPT THE NORTHWESTERLY 80 FEET THEREOF PREVIOUSLY CONVEYED TO CHARLES KRIETER AND PAULA KRIETER, HUSBAND AND WIFE.

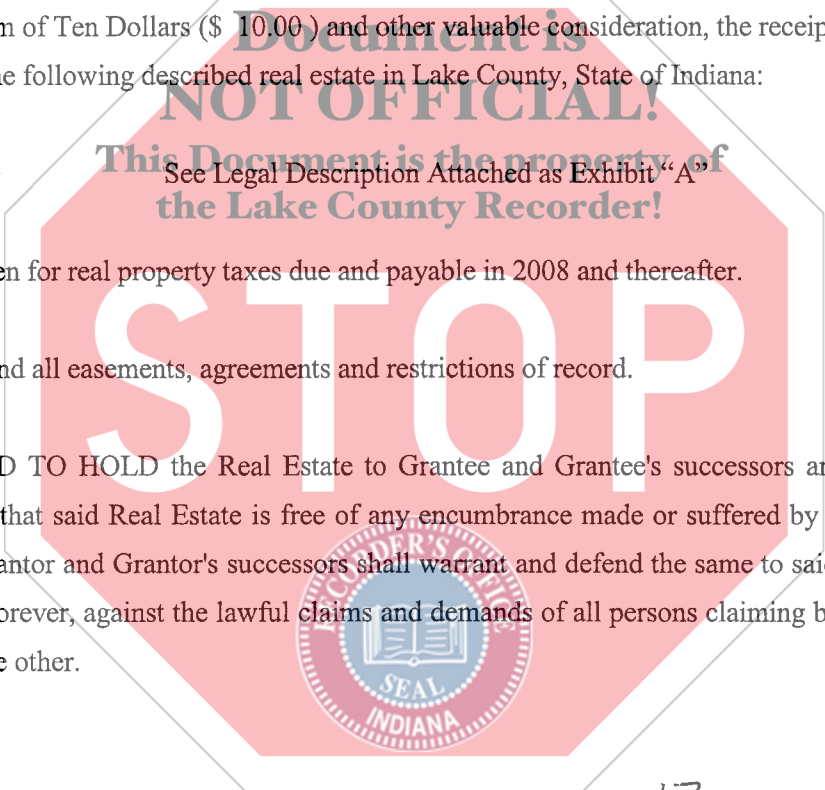
This Commitment is valid only if Schedule B is attached.

EXHIBIT "A"

Parcel No. _____

**LIMITED
WARRANTY DEED**

THIS INDENTURE WITNESSETH, That FIRST FINANCIAL BANK, N.A., a national banking association, as successor Trustee under Trust No. 13-7703 ("Grantor") of Hamilton County, in the State of Ohio, BARGAINS, SELLS and CONVEYS to FIRST FINANCIAL BANK, N.A., a national banking association ("Grantee"), of Hamilton County, in the State of Ohio, for the sum of Ten Dollars (\$ 10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana:



Subject to the lien for real property taxes due and payable in 2008 and thereafter.

Subject to any and all easements, agreements and restrictions of record.

TO HAVE AND TO HOLD the Real Estate to Grantee and Grantee's successors and assigns forever. Grantor covenants and warrants that said Real Estate is free of any encumbrance made or suffered by said Grantor, except any set forth above, and that Grantor and Grantor's successors shall warrant and defend the same to said Grantee and said Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed this 17 day of July, 2008.

GRANTOR:

FIRST FINANCIAL BANK, N.A., as
successor Trustee under Trust No. 13-7703
dated September 17, 1998

By: Dennis G. Walsh
Name: DENNIS G. WALSH
Title: SVP + MG. DIR

STATE OF OHIO)
) SS: ACKNOWLEDGMENT
COUNTY OF HAMILTON)

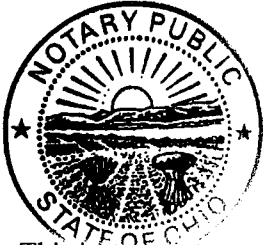
Before me, a Notary Public in and for said County and State, personally appeared Dennis Walsh, the Trust Officer of First Financial Bank, N.A., as successor Trustee under Trust No. 13-7703, who acknowledged the execution of the foregoing Limited Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of July, 2008.

My commission expires:

Signature [Handwritten Signature]
Printed Sarah Melone

Resident of Butler County, Ohio



SARAH E. MELONE
Notary Public, State of Ohio
My Commission Expires
November 28 2011

This instrument prepared by:

Steven C. Coffaro, Esq.
Keating, Muething & Klekamp, PLLC
One East Fourth Street #1400
Cincinnati, Ohio 45202

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

STOP



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____ (name of person making affirmation)

Return deed to _____

Send tax bills to _____

EXHIBIT 'A'

LEGAL DESCRIPTION

See attached



EXHIBIT A

Parcel 1:

A parcel of land in the West ½ of the Southwest 1/4 of Section 28, Township 35 North, Range 8 West of the 2nd Principal Meridian, in the Town of Merrillville, Lake County, Indiana, being described as follows: Commencing at the Southwest corner of said Section 28; thence North 90 degrees 00 minutes 00 seconds East, (an assumed bearing) 1323.58 feet along the South line of said West ½ to the Southeast corner of said West ½ and the centerline of Merrillville Road; thence North 00 degrees 46 minutes and 38 seconds West, 50.00 feet along the East line of said West ½ to the point of beginning; thence North 90 degrees 00 minutes 00 seconds West, 597.42 feet parallel with said South line to the proposed Easterly line of the relocated Merrillville Road; thence Westerly, Northwesterly and Northerly along the arc of a curve concave to the Northeast with a radius of 20.00 feet, an arc distance of 35.97 feet along said proposed Easterly line; thence continuing along said proposed Easterly line North 13 degrees 03 minutes 27 seconds East, 346.72 feet; thence continuing along said proposed Easterly line along the arc of a curve concave Southeasterly with a radius of 560.00 feet, an arc distance of 216.91 feet; thence continuing along said proposed Easterly line North 35 degrees 15 minutes 00 seconds East, 328.31 feet; thence continuing along said proposed Easterly line along the arc of a curve, that is concave Northwesterly with a radius of 840.00 feet, an arc distance of 183.38 feet; thence continuing along said proposed Easterly line North 22 degrees 44 minutes 30 seconds East, 397.84 feet to said East line of said West ½ and the centerline of Merrillville Road; thence South 00 degrees 46 minutes 38 seconds East, 1354.18 feet along last said East line to the point of beginning.

Parcel 2:

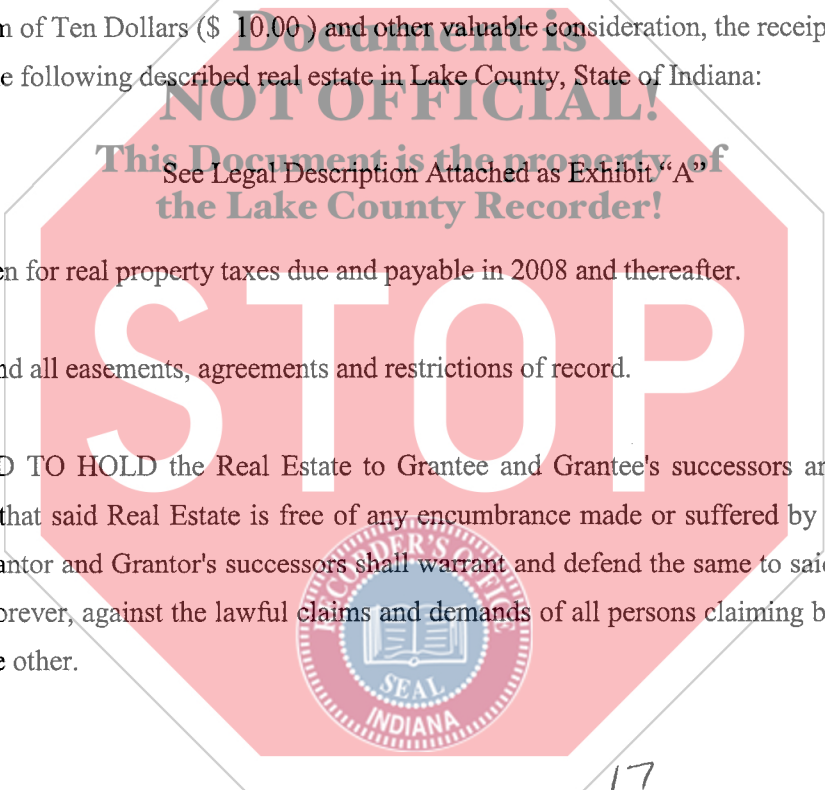
A parcel of land in the West ½ of the Southwest 1/4 of Section 28, Township 35 North, Range 8 West of the 2nd Principal Meridian, in the Town of Merrillville, Lake County, Indiana, being described as follows: Commencing at the Southwest corner of said Section 28; thence North 90 degrees 00 minutes 00 seconds East (an assumed bearing) 644.40 feet along the South line of said West ½ to the Southeast corner of a parcel described in a Warranty Deed to Gary Apostolic Church that was recorded on October 6, 1978, as Document No. 495453 in the Office of the Recorder of said County; thence North 00 degrees 45 minutes 39 seconds West, 315.00 feet along the East line of said Apostolic Church Parcel to the point of beginning; thence continuing North 00 degrees 45 minutes 39 seconds West, 1225.00 feet along said East line and its extension to the South line of the proposed 91st Avenue; thence South 90 degrees 00 minutes 00 seconds East 294.90 feet parallel with the South line of said Section 28 and along said proposed South line of 91st Avenue; thence continuing along said proposed South line, along the arc of a curve concave Southerly with a radius of 460.00 feet, an arc distance of 182.58 feet; thence continuing along said proposed South line South 67 degrees 15 minutes 30 seconds East, 150.38 feet to the proposed Westerly line of relocated Merrillville Road; thence South 22 degrees 44 minutes 30 seconds West, 409.75 feet along said proposed Westerly line; thence continuing along said proposed Westerly line along the arc of a curve concave Northwesterly having a radius of 760.00 feet, an arc length of 165.92 feet; thence continuing along said proposed Westerly line South 35 degrees 15 minutes 00 seconds West, 328.31 feet; thence continuing along said proposed Westerly line along the arc of a curve concave Southeasterly having a radius of 640.00 feet, an arc length of 247.89 feet; thence continuing along said proposed Westerly line South 13 degrees 03 minutes 27 seconds West, 118.44 feet; thence North 90 degrees 00 minutes 00 seconds West, 39.43 feet parallel with the South line of said Section 28 to the point of beginning.



Parcel No. _____

**LIMITED
WARRANTY DEED**

THIS INDENTURE WITNESSETH, That FIRST FINANCIAL BANK, N.A., a national banking association, as successor Trustee under Trust No. 13-0799 ("Grantor") of Hamilton County, in the State of Ohio, BARGAINS, SELLS and CONVEYS to FIRST FINANCIAL BANK, N.A., a national banking association ("Grantee"), of Hamilton County, in the State of Ohio, for the sum of Ten Dollars (\$ 10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana:



Subject to the lien for real property taxes due and payable in 2008 and thereafter.

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TO HAVE AND TO HOLD the Real Estate to Grantee and Grantee's successors and assigns forever. Grantor covenants and warrants that said Real Estate is free of any encumbrance made or suffered by said Grantor, except any set forth above, and that Grantor and Grantor's successors shall warrant and defend the same to said Grantee and said Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed this 17 day of July, 2008.

GRANTOR:

FIRST FINANCIAL BANK, N.A., as
successor Trustee under Trust No. 13-0799
dated October 11, 1994

By: Penms G. Walsh
Name: PENNIS G WALSH
Title: SVP FMG. DIR.

STATE OF OHIO)
) SS: ACKNOWLEDGMENT
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Dennis Walsh, the Trust Officer of First Financial Bank, N.A., as successor Trustee under Trust No. 13-0799, who acknowledged the execution of the foregoing Limited Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of July, 2008.

My commission expires:

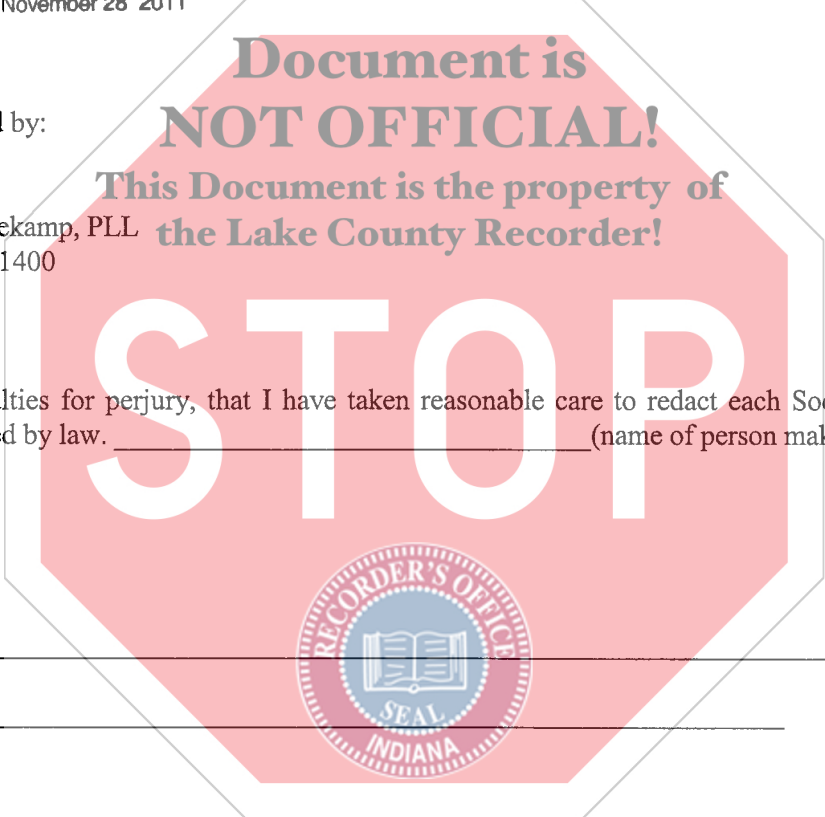


SARAH E. MELONE
Notary Public, State of Ohio
My Commission Expires
November 28 2011

Signature [Handwritten Signature]
Printed Sarah Melone
Resident of Butler County, Ohio

This instrument prepared by:

Steven C. Coffaro, Esq.
Keating, Muething & Klekamp, PLL
One East Fourth Street #1400
Cincinnati, Ohio 45202



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____ (name of person making affirmation)

Return deed to _____

Send tax bills to _____

EXHIBIT 'A'

LEGAL DESCRIPTION

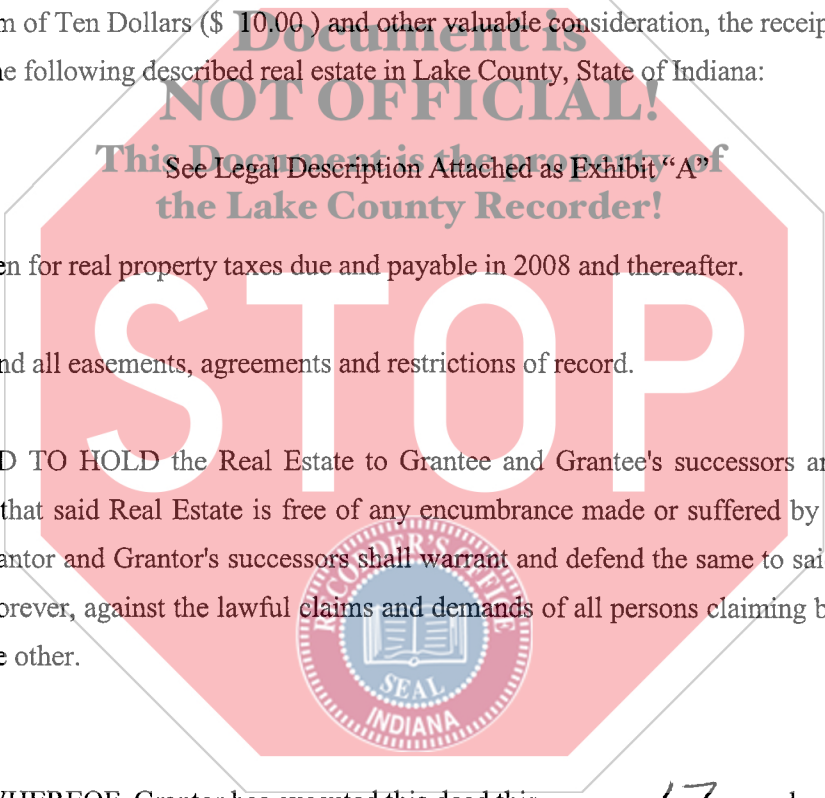
Part of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 29, Township 35 north, Range 9 west of the second principal meridian, in Lake County, Indiana, described as commencing at a point on the west line of the right-of-way of Highway No. 41, which is 834.2 feet north and 63.15 feet west of the southeast corner of said Section 29; thence west 200 feet; thence north 75 feet; thence east 200 feet; thence south to the place of beginning.



Parcel No. _____

**LIMITED
WARRANTY DEED**

THIS INDENTURE WITNESSETH, That FIRST FINANCIAL BANK, N.A., a national banking association, as successor Trustee under Trust No. 13-0799 ("Grantor") of Hamilton County, in the State of Ohio, BARGAINS, SELLS and CONVEYS to FIRST FINANCIAL BANK, N.A., a national banking association ("Grantee"), of Hamilton County, in the State of Ohio, for the sum of Ten Dollars (\$ 10.00.) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana:



See Legal Description Attached as Exhibit "A"

Subject to the lien for real property taxes due and payable in 2008 and thereafter.

Subject to any and all easements, agreements and restrictions of record.

TO HAVE AND TO HOLD the Real Estate to Grantee and Grantee's successors and assigns forever. Grantor covenants and warrants that said Real Estate is free of any encumbrance made or suffered by said Grantor, except any set forth above, and that Grantor and Grantor's successors shall warrant and defend the same to said Grantee and said Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed this 17 day of July, 2008.

GRANTOR:

FIRST FINANCIAL BANK, N.A., as
successor Trustee under Trust No. 13-0799
dated October 11, 1994

By: Dennis G. Walsh
Name: DENNIS G. WALSH
Title: SEN. V.P. - MG. DIR

STATE OF OHIO)
) SS: ACKNOWLEDGMENT
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Dennis Walsh, the Trust Officer of First Financial Bank, N.A., as successor Trustee under Trust No. 13-0799, who acknowledged the execution of the foregoing Limited Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of July, 2008.

My commission expires:



SARAH E. MELONE
Notary Public, State of Ohio
My Commission Expires
November 28 2011

Signature

Printed

Sarah Melone
Sarah Melone

Resident of Butler County, Ohio

This instrument prepared by:

Steven C. Coffaro, Esq.
Keating, Muething & Klekamp, PLL
One East Fourth Street #1400
Cincinnati, Ohio 45202

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

STOP

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____ (name of person making affirmation)

Return deed to _____

Send tax bills to _____



EXHIBIT 'A'

LEGAL DESCRIPTION

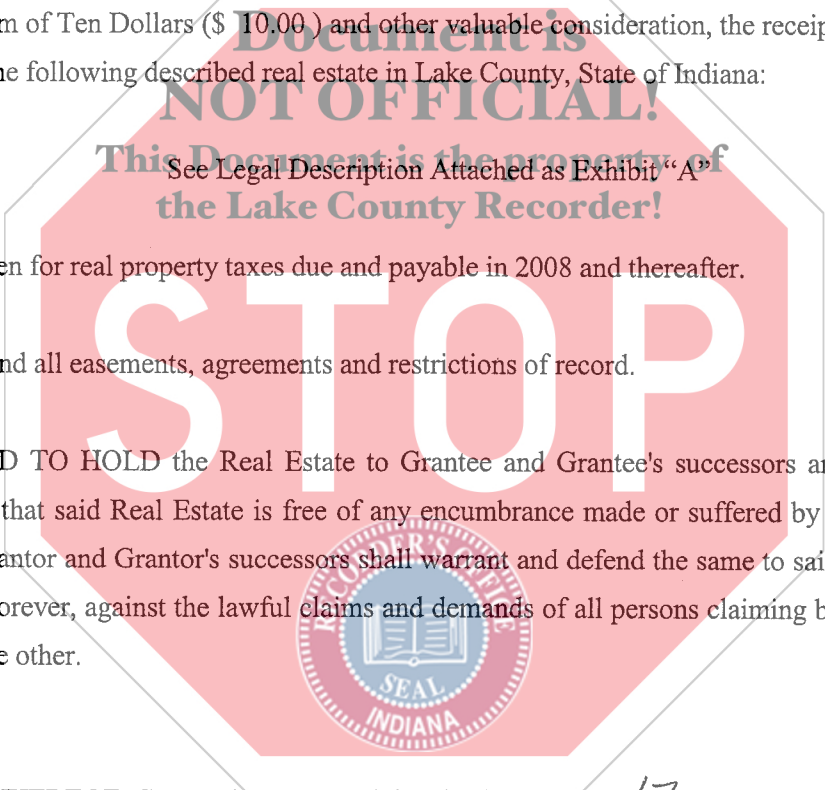
West 22 feet of Lot 17 in Block 2 Original Town of Highland, as per plat thereof, recorded in Plat Book 1, Page 86, in the Office of the Recorder of Lake County, Indiana.



Parcel No. _____

**LIMITED
WARRANTY DEED**

THIS INDENTURE WITNESSETH, That FIRST FINANCIAL BANK, N.A., a national banking association, as successor Trustee under Trust No. 13-0799 ("Grantor") of Hamilton County, in the State of Ohio, BARGAINS, SELLS and CONVEYS to FIRST FINANCIAL BANK, N.A., a national banking association ("Grantee"), of Hamilton County, in the State of Ohio, for the sum of Ten Dollars (\$ 10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana:



See Legal Description Attached as Exhibit "A"

Subject to the lien for real property taxes due and payable in 2008 and thereafter.

Subject to any and all easements, agreements and restrictions of record.

TO HAVE AND TO HOLD the Real Estate to Grantee and Grantee's successors and assigns forever. Grantor covenants and warrants that said Real Estate is free of any encumbrance made or suffered by said Grantor, except any set forth above, and that Grantor and Grantor's successors shall warrant and defend the same to said Grantee and said Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed this 17 day of July, 2008.

GRANTOR:

FIRST FINANCIAL BANK, N.A., as
successor Trustee under Trust No. 13-0799
dated October 11, 1994

By: Dennis G. Walsh
Name: DENNIS G. WALSH
Title: Sen. VP & TRG. DIR.

STATE OF OHIO)
) SS: ACKNOWLEDGMENT
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Dennis Walsh, the Trust Officer of First Financial Bank, N.A., as successor Trustee under Trust No. 13-0799, who acknowledged the execution of the foregoing Limited Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of July, 2008.

My commission expires:

Signature [Handwritten Signature]
Printed Sarah Melone

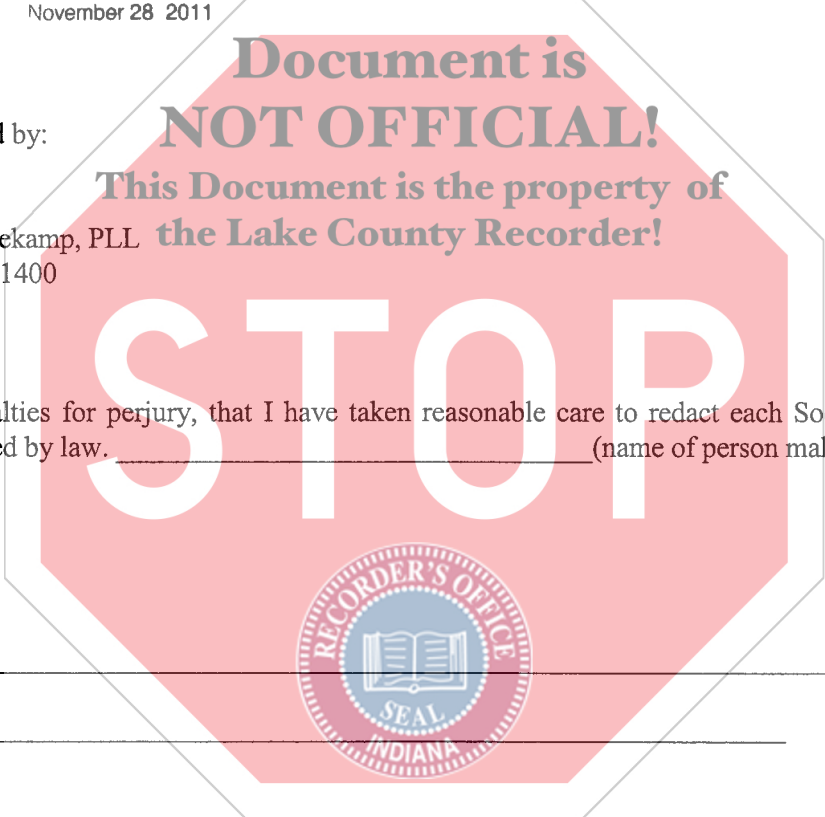


SARAH E. MELONE
Notary Public, State of Ohio
My Commission Expires
November 28 2011

Resident of Butler County, Ohio

This instrument prepared by:

Steven C. Coffaro, Esq.
Keating, Muething & Klekamp, PLL
One East Fourth Street #1400
Cincinnati, Ohio 45202



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____ (name of person making affirmation)

Return deed to _____

Send tax bills to _____

EXHIBIT 'A'

LEGAL DESCRIPTION

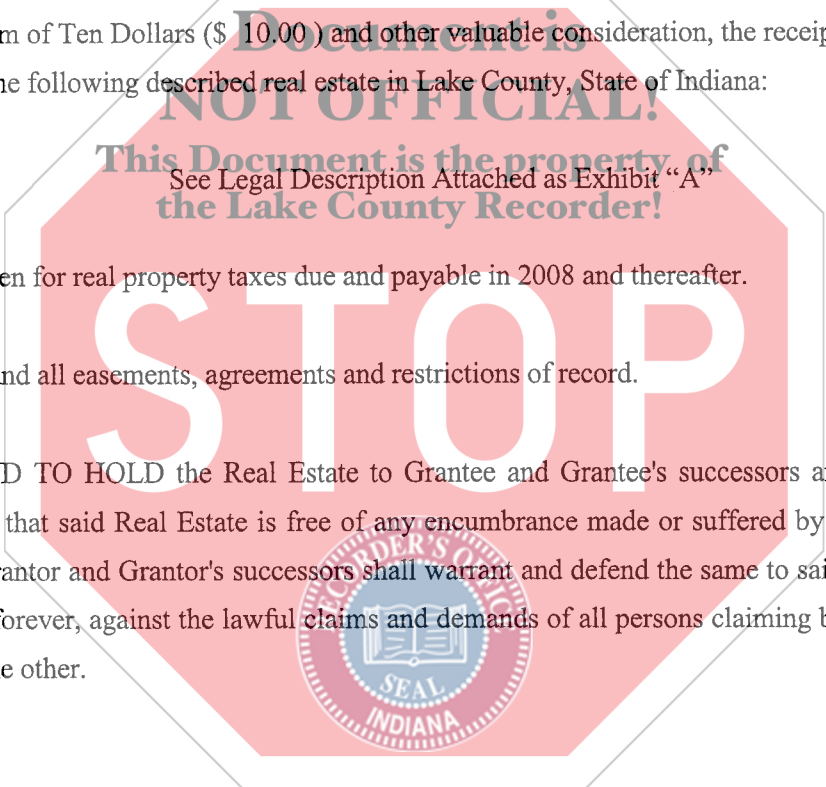
Part of the east half of the west half of Section 33, Township 36 North, Range 9, west of the second principal meridian, described as follows: That east 130.89 feet of the west 1047.12 feet of the following described tract of land. Commencing at the northeast corner thereof, and thence running south 332.80 feet; thence running west 1308.82 feet to the east right-of-way of the Chicago, Indiana & Southern Railway; thence running north along aid right-of-way line 332.80 feet to the north line of said section; thence running east 1309.00 feet to the place of beginning, all in Lake County, Indiana.



Parcel No. _____

**LIMITED
WARRANTY DEED**

THIS INDENTURE WITNESSETH, That FIRST FINANCIAL BANK, N.A., a national banking association, as successor Trustee under Trust No. 13-7780 ("Grantor") of Hamilton County, in the State of Ohio, BARGAINS, SELLS and CONVEYS to FIRST FINANCIAL BANK, N.A., a national banking association ("Grantee"), of Hamilton County, in the State of Ohio, for the sum of Ten Dollars (\$ 10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana:



Subject to the lien for real property taxes due and payable in 2008 and thereafter.

Subject to any and all easements, agreements and restrictions of record.

TO HAVE AND TO HOLD the Real Estate to Grantee and Grantee's successors and assigns forever. Grantor covenants and warrants that said Real Estate is free of any encumbrance made or suffered by said Grantor, except any set forth above, and that Grantor and Grantor's successors shall warrant and defend the same to said Grantee and said Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed this 17 day of July June, 2008.

GRANTOR:

FIRST FINANCIAL BANK, N.A., as
successor Trustee under Trust No. 13-7780
dated June 1, 2005

By: Dennis G. Walsh
Name: DENNIS G. WALSH
Title: SEN. VP & MGR. DIR.

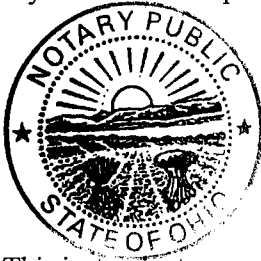
STATE OF OHIO)
) SS: ACKNOWLEDGMENT
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Dennis Walsh, the Trust Officer of First Financial Bank, N.A., as successor Trustee under Trust No. 13-7780, who acknowledged the execution of the foregoing Limited Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of July, 2008.

My commission expires:

Signature Sarah Melone
Printed Sarah Melone

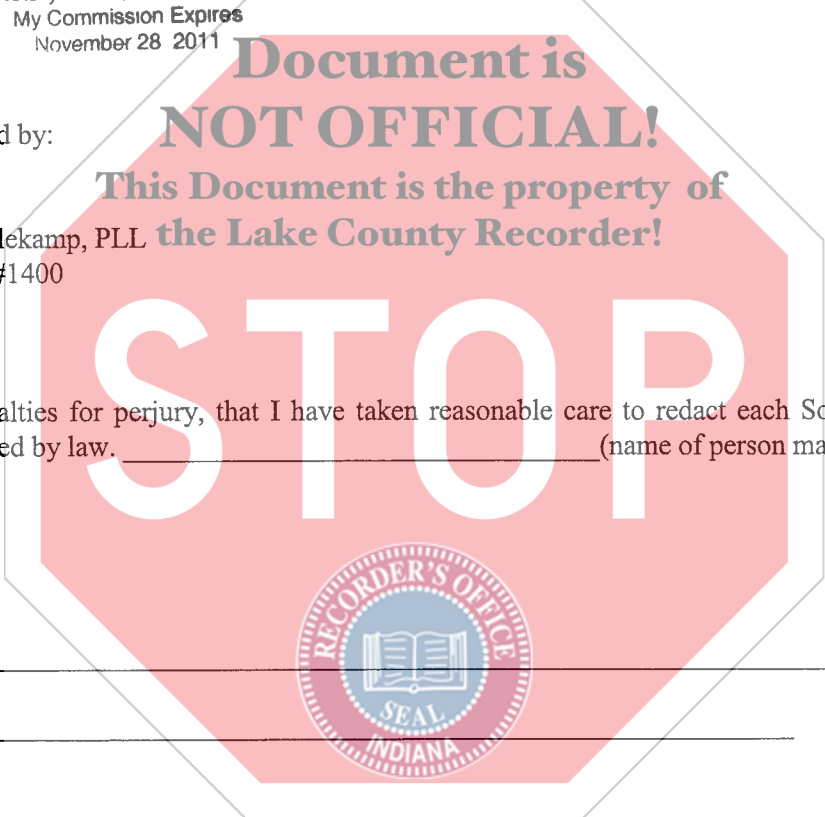


SARAH E. MELONE
Notary Public, State of Ohio
My Commission Expires
November 28 2011

Resident of Butler County, Ohio

This instrument prepared by:

Steven C. Coffaro, Esq.
Keating, Muething & Klekamp, PLL
One East Fourth Street #1400
Cincinnati, Ohio 45202



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____ (name of person making affirmation)

Return deed to _____

Send tax bills to _____

EXHIBIT 'A'

LEGAL DESCRIPTION

Lot 2 in Summit Crossings, as per plat thereof, recorded in Plat Book 100, Page 42 in the Office of the Recorder of Lake County, Indiana, described as follows:

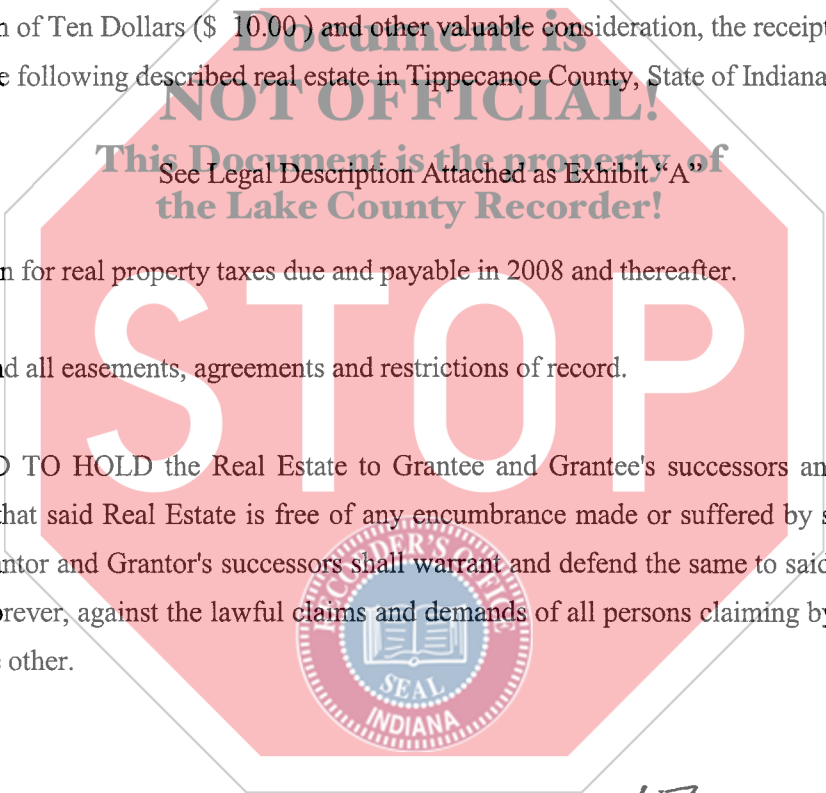
Beginning at the northeast corner of Lot 1 in said Summit Crossings; thence South 89 deg. 27'03" East, along the north line of said Lot 2, 108.05 feet to the westerly line of the 30 foot ingress and egress easement; thence south 28 deg. 29'58" west, along said westerly line, 140.08 feet to the south line of said Lot 1 extended east; thence north 90 deg. 00' 00" west along said south line extended 41,21 feet to the east line of said Lot 1; thence north 00 deg. 00'00" east, along said east line, 124.14 feet to the point of beginning.



Parcel No. _____

**LIMITED
WARRANTY DEED**

THIS INDENTURE WITNESSETH, That FIRST FINANCIAL BANK, N.A., a national banking association, as successor Trustee under Trust No. 13-0799 ("Grantor") of Hamilton County, in the State of Ohio, BARGAINS, SELLS and CONVEYS to FIRST FINANCIAL BANK, N.A., a national banking association ("Grantee"), of Hamilton County, in the State of Ohio, for the sum of Ten Dollars (\$ 10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Tippecanoe County, State of Indiana:



Subject to the lien for real property taxes due and payable in 2008 and thereafter.

Subject to any and all easements, agreements and restrictions of record.

TO HAVE AND TO HOLD the Real Estate to Grantee and Grantee's successors and assigns forever. Grantor covenants and warrants that said Real Estate is free of any encumbrance made or suffered by said Grantor, except any set forth above, and that Grantor and Grantor's successors shall warrant and defend the same to said Grantee and said Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed this 17 day of July, 2008.

GRANTOR:

FIRST FINANCIAL BANK, N.A., as
successor Trustee under Trust No. 13-0799
dated October 11, 1994

By: Dennis G. Walsh
Name: DENNIS G. WALSH
Title: SEN VP & MG. DIR.

STATE OF OHIO)
) SS: ACKNOWLEDGMENT
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Dennis Walsh, the Trust Officer of First Financial Bank, N.A., as successor Trustee under Trust No. 13-0799, who acknowledged the execution of the foregoing Limited Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of July, 2008.

My commission expires:

Signature S. Melone
Printed Sarah Melone

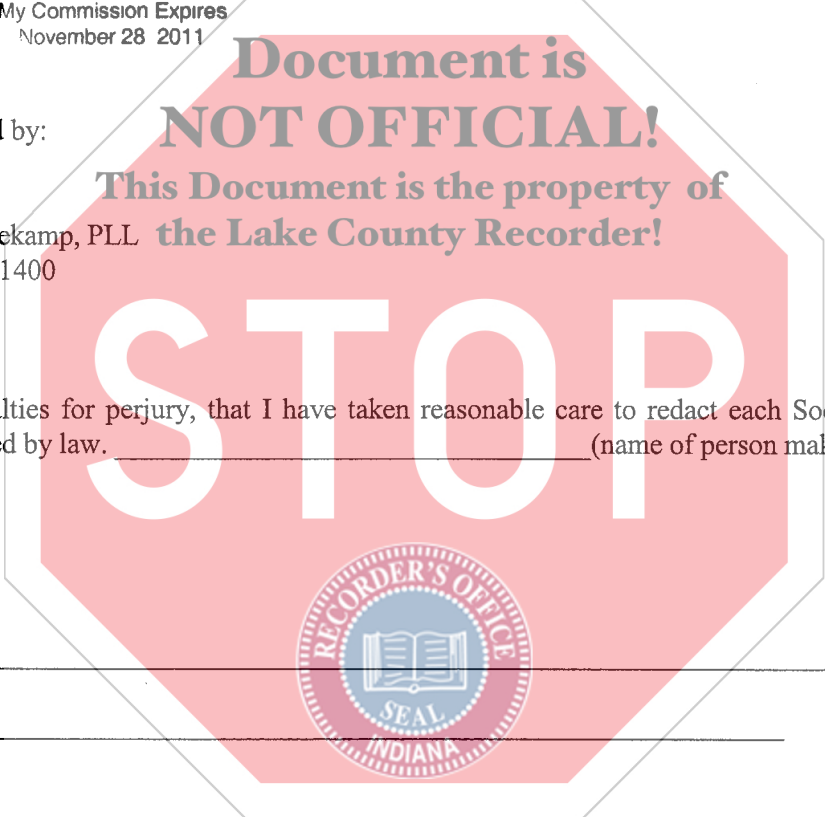


SARAH E. MELONE
Notary Public, State of Ohio
My Commission Expires
November 28 2011

Resident of Butler County, Ohio

This instrument prepared by:

Steyen C. Coffaro, Esq.
Keating, Muething & Klekamp, PLL
One East Fourth Street #1400
Cincinnati, Ohio 45202



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____ (name of person making affirmation)

Return deed to _____

Send tax bills to _____

EXHIBIT 'A'

LEGAL DESCRIPTION

Lot Numbered 17C in Daugherty Commerce Center as per the Plat thereof dated January 27, 2004, recorded March 3, 2004, in Plat Cabinet 7, Slide 116, as Document Number 04005663. Located in Wea Township, Tippecanoe County, Indiana.



"EXHIBIT B"

LAND TRUST AGREEMENT

DUPLICATE ORIGINAL

THIS TRUST AGREEMENT, dated this 1st day of JUNE 2005 and known as Trust No. 13-7780 is to certify that SAND RIDGE BANK AS TRUSTEE is about to take title to the following described real estate in Lake County, State of Indiana to-wit:

Common Address: _____
Property Key Number: _____

and that when it has taken the title thereto, or to any other real estate deeded to it as trustee hereunder, it will hold it for the uses and purposes and upon the trust herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interest herein set forth, to-wit:

SAND RIDGE BANK, ITS SUCCESSORS AND/OR ITS ASSIGNS

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rental and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass as personal property pursuant to the terms of his will and/or the laws of the state of which he died a resident; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the trustee until the original or a duplicate of the assignment is lodged with the trustee, and every assignment of every beneficial interest hereunder, the original or duplicate of which shall not have been lodged with the trustee, shall be void as to all subsequent assignees or purchasers without notice.

Nothing contained in this agreement shall be construed as imposing any obligation on the trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries from time to time will individually make all such reports and pay any and all taxes required with respect to the earnings, avails and proceeds of said real estate or growing out of their interest under this trust agreement.

In case said trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case of said trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the said trustee, with interest thereon at the rate of 8% per annum, all such disbursements or advances or payments made by said trustee, together with its expenses, including reasonable attorneys' fees, and that the said trustee shall not be called upon to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said trustee shall have been fully paid, together with interest thereon as aforesaid. However, nothing herein contained shall be construed as requiring the trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto.

It shall not be the duty of the purchaser of said premises or of any part thereof to see to the application of the purchase money paid therefor; nor shall anyone who may deal with said trustee be required or privileged to inquire into the necessity or expediency of any act of said trustee or of provisions of this instrument.

This trust agreement shall not be placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of rights of any person hereunder, derogatory to the title or powers of said trustee.

The trustee may at any time resign by sending by registered mail a notice of its intention so to do to each of the then beneficiaries hereunder at his or her address last known to the trustee. Such resignation shall become effective ten (10) days after the mailing of such notices by the trustee. In the event of such resignation, a successor or successors may be appointed by the person or persons then entitled to direct the trustee in the disposition of the trust property, and the trustee shall thereupon convey the trust property to such successor or successors in the trust. In the event that no successor in trust is named as above provided within ten (10) days after the mailing of such notices by the trustee, then the trustee may convey the trust property to the beneficiaries in accordance with their respective interest hereunder, or the trustee may, at its option, file an action for appropriate relief in any court of competent jurisdiction. The trustee notwithstanding such resignations shall continue to have a first lien on the trust property for its costs, expenses and attorneys' fees and for its reasonable compensation.

Every successor trustee or trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

It is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto, that said trustee will deal with said real estate only when authorized to do so in writing, and that (notwithstanding any change in the beneficiary or beneficiaries hereunder) it will, unless otherwise directed in writing by any of the beneficiaries, on the written direction of:

GEORGE J. VANDE WERKEN, EXECUTIVE VICE PRESIDENT AND TERRY L. SAXSMA,
SENIOR VICE PRESIDENT

or will on the written direction of such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries at the time, make deeds for, or otherwise deal with the title to said real estate, provided, however, that the trustee shall not be required to enter into any personal obligation or liability in dealing with said land or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with the title so long as any money is due to it hereunder. Otherwise, the trustee shall not be required to inquire into the propriety of any such direction.

The beneficiary or beneficiaries hereunder, in his, her or their own right, shall have the management of said property and control of the selling, renting and handling thereof, and each beneficiary or his or her agent shall collect and handle his or her share of the rents, earnings, avails and proceeds thereof, and said trustee shall have no duty in respect to such management or control, or the collection, handling or application of such rents, earnings, avails, or proceeds, or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as herein above provided, and after the payment to it of all money necessary to carry out said instructions. No beneficiary hereunder shall have any authority to contract for or in the name of the trustee or to bind the trustee personally. If any property remains in this trust twenty (20) years from this date it shall be sold at public sale by the trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled thereto under this trust agreement.

On behalf of myself (ourselves) and my (our) successors, heirs and assigns, I (We) hereby indemnify and hold harmless my Trustee (Agent) from and against any and all claims, liabilities, penalties and costs, including attorney's fees, arising from any claim, demand, order or other action related in any way to (1) the actual or threatened contamination of the property by any hazardous substance(s), or (2) the generation, use, treatment, storage, disposal, release (actual or threatened) or discharge on or from the property or in connection with operations conducted on the property of any hazardous substances in violation of any environmental law(s).

When used in this document the term "hazardous substance(s)" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s) or regulation(s) relating to the protection of the environment or human health ("environmental law(s)").

The Sand Ridge Bank shall receive for its services in accepting this trust and in taking title herein the sum of \$ 0.00; also its annual fee and regularly scheduled fees for making deeds and it shall receive reasonable compensation for any special services which may be rendered by it hereunder, or for taking and holding any other property which may be hereafter deeded to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and separately agree to pay.

IN TESTAMONY WHEREOF, SAND RIDGE BANK AS TRUSTEE has caused these presents to be signed by its proper officer the day and date above written.

SAND RIDGE BANK AS TRUSTEE

BY: Mark W. Sprenger
Mark W. Sprenger
Senior Vice President & Trust Officer

ATTEST: Deborah A. Rollo
Deborah A. Rollo,
Assistant Vice President & Trust Officer

And on said day the said beneficiary or beneficiaries have executed this declaration of trust and trust agreement in order to signify their assent to the terms hereof.

George J. Vande Werken, Beneficiary
George J. Vande Werken, Executive Vice President

Terry L. Saxsma, Beneficiary
Terry L. Saxsma, Senior Vice President

May the name of any beneficiary be disclosed to the public? NO

To whom shall written inquiries, invoices, notices, summons, subpoenas, etc. be referred? _____

May oral inquiries be referred directly? NO To whom? _____

LAND TRUST AGREEMENT

THIS TRUST AGREEMENT, dated this 17th day of September, 1998 and known as Trust No. 13-7703, is to certify that SAND RIDGE BANK AS TRUSTEE is about to take title to the following described real estate in Lake County, State of Indiana to-wit:

and that when it has taken the title thereto, or to any other real estate deeded to it as trustee hereunder, it will hold it for the uses and purposes and upon the trust herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interest herein set forth, to-wit:

SAND RIDGE BANK, ITS SUCCESSORS AND/OR ITS ASSIGNS

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rental and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass as personal property pursuant to the terms of his will and/or the laws of the state of which he died a resident; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the trustee until the original or a duplicate of the assignment is lodged with the trustee, and every assignment of every beneficial interest hereunder, the original or duplicate of which shall not have been lodged with the trustee, shall be void as to all subsequent assignees or purchasers without notice.

Nothing contained in this agreement shall be construed as imposing any obligation on the trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries from time to time will individually make all such reports and pay any and all taxes required with respect to the earnings, avails and proceeds of said real estate or growing out of their interest under this trust agreement.

In case said trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case of said trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the said trustee, with interest thereon at the rate of 8% per annum, all such disbursements or advances or payments made by said trustee, together with its expenses, including reasonable attorneys' fees, and that the said trustee shall not be called upon to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said trustee shall have been fully paid, together with interest thereon as aforesaid. However, nothing herein contained shall be construed as requiring the trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto.

It shall not be the duty of the purchaser of said premises or of any part thereof to see to the application of the purchase money paid therefor; nor shall anyone who may deal with said trustee be required or privileged to inquire into the necessity or expediency of any act of said trustee or of provisions of this instrument.

This trust agreement shall not be placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of rights of any person hereunder, derogatory to the title or powers of said trustee.

The trustee may at any time resign by sending by registered mail a notice of its intention so to do to each of the then beneficiaries hereunder at his or her address last known to the trustee. Such resignation shall become effective ten (10) days after the mailing of such notices by the trustee. In the event of such resignation, a successor or successors may be appointed by the person or persons then entitled to direct the trustee in the disposition of the trust property, and the trustee shall thereupon convey the trust property to such successor or successors in the trust. In the event that no successor in trust is named as above provided within ten (10) days after the mailing of such notices by the trustee, then the trustee may convey the trust property to the beneficiaries in accordance with their respective interest hereunder, or the trustee may, at its option, file an action for appropriate relief in any court of competent jurisdiction. The trustee notwithstanding such resignations shall continue to have a first lien on the trust property for its costs, expenses and attorneys' fees and for its reasonable compensation.

Every successor trustee or trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

It is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto, that said trustee will deal with said real estate only when authorized to do so in writing, and that (notwithstanding any change in the beneficiary or beneficiaries hereunder) it will, unless otherwise directed in writing by any of the beneficiaries, on the written direction of

ANY TWO OF THE FOLLOWING: BRUCE E. LEEP, PRESIDENT; GEORGE J. VANDE WERKEN,

SENIOR VICE PRESIDENT; TERRY L. SAXSMA, VICE PRESIDENT & CASHIER.
or will on the written direction of such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries at the time, make deeds for, or otherwise deal with the title to said real estate, provided, however, that the trustee shall not be required to enter into any personal obligation or liability in dealing with said land or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with the title so long as any money is due to it hereunder. Otherwise, the trustee shall not be required to inquire into the propriety of any such direction.

The beneficiary or beneficiaries hereunder, in his, her or their own right, shall have the management of said property and control of the selling, renting and handling thereof, and each beneficiary or his or her agent shall collect and handle his or her share of the rents, earnings, avails and proceeds thereof, and said trustee shall have no duty in respect to such management or control, or the collection, handling or application of such rents, earnings, avails, or proceeds, or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as herein above provided, and after the payment to it of all money necessary to carry out said instructions. No beneficiary hereunder shall have any authority to contract for or in the name of the trustee or to bind the trustee personally. If any property remains in this trust twenty (20) years from this date it shall be sold at public sale by the trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled thereto under this trust agreement.

On behalf of myself (ourselves) and my (our) successors, heirs and assigns, I (We) hereby indemnify and hold harmless my Trustee (Agent) from and against any and all claims, liabilities, penalties and costs, including attorney's fees, arising from any claim, demand, order or other action related in any way to (1) the actual or threatened contamination of the property by any hazardous substance(s), or (2) the generation, use, treatment, storage, disposal, release (actual or threatened) or discharge on or from the property or in connection with operations conducted on the property of any hazardous substances in violation of any environmental law(s).

When used in this document the term "hazardous substance(s)" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s) or regulation(s) relating to the protection of the environment or human health ("environmental law(s)").

The trustee shall receive reasonable compensation, in accordance with its regular fee schedule, for its services in accepting this trust and in taking and holding title hereunder, so long as any property remains in the trust, and for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be deeded to it hereunder jointly and severally agree to pay.

IN TESTAMONY WHEREOF, SAND RIDGE BANK AS TRUSTEE has caused these presents to be signed by its proper officer the day and date above written.

SAND RIDGE BANK AS TRUSTEE

BY: Scott S. Gyure
Scott S. Gyure, Vice President & Controller

And on said day the said beneficiary or beneficiaries have executed this declaration of trust and trust agreement in order to signify their assent to the terms hereof.

Bruce E. Leep
Bruce E. Leep, President

George J. Vande Werken
George J. Vande Werken, Senior Vice President

Terry L. Saxsma
Terry L. Saxsma, Vice President & Cashier

Trust No. 13-0799

This Trust Agreement, dated this 11th day of OCTOBER

19 94., and known as Trust Number 13-0799, is to certify that the BANK OF HIGHLAND

a corporation of Indiana as trustee hereunder, is about to take title to the following described real estate in LAKE County, Indiana, to-wit:

PARCEL A: PART OF THE SOUTHEAST 1/4 OF TEN SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE WEST 2 CHAINS AND 12 LINKS TO THE CHICAGO ROAD, THENCE NORTHERLY ALONG SAID ROAD 10 RODS, THENCE EAST TO THE EAST LINE OF SAID SECTION, THENCE SOUTH TO THE PLACE OF BEGINNING, IN THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA.

PARCEL B: PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID TRACT WHICH IS 156.52 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID TRACT, 206.43 FEET, MORE OR LESS, TO THE CENTER OF CHICAGO ROAD; THENCE NORTH 18 DEGREES 28 MINUTES WEST, ALONG THE CENTER OF SAID ROAD, 82 FEET, THENCE EAST, PARALLEL TO THE SOUTH LINE OF SAID TRACT, 228.89 FEET TO THE EAST LINE THEREOF, THENCE SOUTH, ON SAID EAST LINE 77.48 FEET TO THE PLACE OF BEGINNING; EXCEPT THE NORTH 10 FEET THEREOF.

9280 WICKER STREET, ST. JOHN, IN 46373 otherwise known as No. and that when it has taken the title thereto, or to any other real estate deeded to it as trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit:

BANK OF HIGHLAND, ITS SUCCESSORS AND/OR ITS ASSIGNS

Document is NOT OFFICIAL

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not in his or her heirs at law, and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate or such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the trustee until the original or a duplicate of the assignment is lodged with the trustee and its acceptance indicated thereon, and every assignment of any beneficial interest hereunder, the original or duplicate of which shall not have been lodged with and accepted by the trustee, shall be void as to all subsequent assignees or purchasers without notice.

Nothing contained in this agreement shall be construed as imposing any obligation on the trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries from time to time will individually make all such reports under this trust agreement.

In case said Trustee shall make any advances of money on account of this trust or shall he made a party to any litigation on account of holding title to said real estate or in connection with this trust or in case said Trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law, judgments or decrees or otherwise, the beneficiaries hereunder do hereby jointly and severally agree as follows: (1) that they will on demand pay to the said Trustee, with interest thereon at the rate of 7% per annum, all such disbursements or advances or payments made by said Trustee, together with its expenses including reasonable attorneys fees; (2) that the said Trustee shall not be required to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest thereon as aforesaid, and (3) that in case of non-payment within ten (10) days after demand said Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of said sale a sufficient sum to reimburse itself for all such disbursements, payments, advances and interest thereon and expenses, including the expenses of such sale and attorney fees, rendering the surplus, if any, to the then beneficiaries. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder. The sole duty of the Trustee with reference to any such legal proceeding shall be to give timely notice thereof to the beneficiaries or other persons as provided hereunder and it shall be indemnified in respect thereto in a manner satisfactory to it.

It is further understood and agreed that neither BANK OF HIGHLAND individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of said deed or deeds in trust, or this Trust Agreement, or any amendment thereof, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries hereunder, as their attorneys-in-fact hereby irrevocably appointed for such purposes, or, at the direction of the Trustee, in its own name, as Trustee of an express trust and individually and the Trustee shall have no obligation whatsoever with respect to any contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

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, contracted to be sold, leased or mortgaged by said Trustee, or 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, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or successor in trust, or be obliged or privileged to inquire into any of the terms of this Trust Agreement except as provided by law; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or successor in trust, 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 instruments, (a) that at the time of the delivery thereof, the trust created by this 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 Trust Agreement and all amendments hereof, if any, and binding upon all beneficiaries under this Trust Agreement; (c) that said Trustee, or 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 a conveyance has been 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 it, his or their predecessor in trust.

This trust agreement shall not be placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said trustee.

The Trustee may at any time resign by sending by registered mail a notice of its intention so to do to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten days after the mailing of such notices by the Trustee. In the event of such resignation, a successor or successors may be appointed by the person or persons then entitled to direct the Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust. In the event that no successor in trust is named as above provided within ten days after the mailing of such notices by the Trustee, then the Trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, or the Trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee notwithstanding such resignation shall continue to have a first lien on the trust property for its costs, expenses and attorney's fees and for its reasonable compensation.

(Over)

Every successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of the, his or their predecessor.

While **BANK OF HIGHLAND** is the sole owner of record of the real estate referred to herein, and, as far as the public is concerned, has full power to deal therewith, it is understood and agreed by the parties hereto and by person who may hereafter become a party hereto, or a beneficiary hereunder, that said **BANK OF HIGHLAND** will (subject to the rights of the Trustee as aforesaid) survey (with its said real estate, surveys, maps and deliver deeds for or otherwise deal with said trust estate only when authorized to do so in writing and that it will (notwithstanding any change in the beneficiary or beneficiaries hereunder, unless otherwise directed in writing by the beneficiaries) on the written direction of:

ANY TWO OF THE FOLLOWING: BRUCE LEEP, PRESIDENT, GEORGE VANDE WERKEN, SENIOR VICE PRESIDENT AND TERRY SAXSMA, VICE PRESIDENT AND SECRETARY.

or such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries, or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, make deeds for, or otherwise deal with the title to said real estate, provided, however, that the trustee shall not be required to enter into any personal obligation or liability in dealing with said land or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with the title so long as any money is due to it hereunder. Otherwise, the trustee shall not be required to insure into the property of any such direction.

The beneficiary or beneficiaries hereunder, in his, her or their own right shall have the management of said property and control of the selling, renting and handling thereof, and shall collect and handle the rents, earnings, avails and proceeds thereof, and said trustee shall not be required to act in respect to such management or control, or the collection, handling or application of such rents, earnings, avails or proceeds, or in respect to the payment of taxes or assessments, or in respect to insurance, litigation or otherwise, except on written direction as hereinabove provided, and after the payment to it of all money necessary to carry out said instructions. No beneficiary hereunder shall have any authority to contract for or in the name of the trustee or to bind the trustee personally. If any property remains in this trust twenty years from this date it shall be sold at public sale by the trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled thereto under this trust agreement.

Notwithstanding the foregoing limitations upon its powers and duties the trustee shall have and shall exercise with reasonable care the following powers and duties: (1) hold title to the trust property until properly required to convey or until divested of title; (2) receive, inspect, analyze and properly act upon all directives, communications and instruments from beneficiaries, their agents, and attorneys, and others; (3) receive, analyze and properly forward or give notice of notices, petitions, hearings, subpoenas, summonses, tax and special assessment matters and other legal matters affecting the trust estate; (4) comply with the provisions of law governing estates trusts; (5) receive, inspect, analyze, execute and transmit all deeds, mortgages, notes, options, assignments, leases and other instruments relating to or affecting the trust property upon receiving proper directives or orders and communicate in connection therewith in such manner as the trustee deems necessary; (6) keep proper records relative to its trusteeship, and furnish copies thereof as required by law.

The **BANK OF HIGHLAND** shall receive for its services in accepting this trust and in taking title here-

under the sum of NOT APPLICABLE; also its regular schedule fees for making deeds;

and it shall receive reasonable compensation for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be deeded to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay.

IN TESTIMONY WHEREOF, the **BANK OF HIGHLAND** has caused these presents to be signed by its Trust Officer and attested by its Ass't Secretary, and has caused its corporate seal to be hereto attached as and for the act and deed of said corporation, the day and date above written.

ATTEST: Donald L. Harris, V.P. Joseph Q. Loker
 DONALD HARRIS, VICE PRESIDENT JOSEPH Q. LOKER, Trust Officer

And on said day the said beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof.

Bruce LEEP (SEAL) Address.....
 BRUCE LEEP, PRESIDENT
George VanDeWerken (SEAL) Address.....
 GEORGE VANDE WERKEN, SENIOR VICE PRESIDENT
Terry Saxsma (SEAL) Address.....
 TERRY SAXSMA, VICE PRESIDENT AND SECRETARY
 (SEAL) Address.....
 (SEAL) Address.....

May the name of any beneficiary be disclosed to the public? NO
 To whom shall written inquiries, invoices, notices, summonses, subpoenas, etc. be referred? THE BENEFICIARIES
 May oral inquiries be referred directly? NO To whom?

Trust Agreement
 and
Declaration of Trust

BANK OF HIGHLAND

TRUSTEE



Dated

Trust No.

