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5265 Hohman Ave.
Hammond, Ind. 46325

EASEMENT FOR ELECTRICAL LINES
Form 820-2B
Revised 4-81

11032

KNOW ALL MEN, That **MERCANTILE NATIONAL BANK OF HAMMOND,**
TRUSTEE OF TRUST NO. 2541

herein called the "grantor," in consideration of the sum of one dollar (\$1.00) and other valuable considerations, is hand paid to the grantor, hereby grant to Northern Indiana Public Service Company, an Indiana Corporation, and to its successors and assigns, an easement, right and authority, from time to time, to construct, erect, maintain, operate, repair, replace, renew and remove towers and poles, and to string, install, construct, erect, maintain, operate, repair, replace, renew and remove wires, cables, conductors, guy wires, and other necessary equipment upon and between such towers and poles, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes herein described, including the right of ingress and egress to and from the strip of easement land, over adjoining lands of grantor and the right to trim, or control by herbicides, or at Grantee's option, to cut down and remove from the premises hereinafter described and from the adjoining lands of Grantor any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgement of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of Grantee's facilities, and to operate by means thereof one or more line or lines for the transmission, distribution and delivery of electrical energy to the public in general, to be used for light, heat, power, telephone and other purposes, in, upon, along and over a strip of land or right-of-way situated in Section 15, Township 36 North, Range 9 WEST of the Second Principal Meridian, in the county of Lake State of Indiana, described as follows:

A strip of land in the west half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 15, Township 36 North, Range 9 West of the Second Principal Meridian in the Town of Hammond, Indiana, and said strip of land being ten (10) feet wide and lying five (5) feet on each side of the centerline and said centerline produced; said centerline being described as follows:

Beginning at a point, located on a line parallel to and one hundred sixty feet (160') East of and as measured at right angle to the West line of said Section 15, said point being eight hundred twelve and seven tenths (812.7) feet South of the North line of said Section 15, as measured along said parallel line, thence South and parallel to the West line of said Section 15, a distance of four hundred eighty-two and three tenths (482.3) feet more or less to the North line of 175th. Street.

Any damages to the crops, tile, fences, or buildings of the grantor on said right-of-way, or on lands of the grantor adjoining the said right-of-way, done by the grantee in the construction, erection, installation, repair, replacement or renewal of said towers, poles, wires, cables, conductors, guy wires, or equipment, shall be promptly paid by the grantee. Patrolling said line or lines shall not constitute grounds for a claim for crop damage.

The grantor reserves the use of the above described land not inconsistent with this grant, but no buildings shall be placed on the right-of-way by grantor.

The grantee shall and will indemnify and save the grantor harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the grantee in the construction, erection, maintenance, operation, repair or renewal of said line or lines and the structures and appurtenances connected therewith.

The undersigned grantor hereby covenants to be the owner in fee simple of said real estate, lawfully seized thereof, with good right to grant and convey said easement herein, and guarantees the quiet possession thereof, that the said real estate is free from all encumbrances, and that the grantor will warrant and defend the title to the said easement against all lawful claims.

These presents to be binding on the heirs, executors, administrators, grantees and assigns of the grantor, and upon the grantee, its successors and assigns.

IN WITNESS WHEREOF, the grantor has duly executed this instrument this 12th day of MARCH, A. D. 1969.

(SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

SEE SIGNATURE PAGE ATTACHED

In consideration of one dollar (\$1.00) and other considerations, the undersigned hereby adopts and joins in the execution of the above and foregoing easement and consents to the enjoyment by grantee therein of the rights granted by said easement.

Bruce G. Thevenin
This instrument was prepared by _____ (SEAL)

STATE OF INDIANA, S. NO.
LAKE COUNTY
FILED FOR RECORD
MAR 31 1 55 PM '69
ANDREW J. MICEENKO
RECORDER

11082

STATE OF INDIANA }
COUNTY OF _____ } ss.

Personally appeared before me the undersigned, a Notary Public in and for said county and state

who acknowledged the execution of the foregoing instrument to be _____ voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 19____

My Commission expires _____ Notary Public (SEAL)
This Document is the property of the Lake County Recorder!

STATE OF INDIANA }
COUNTY OF _____ } ss.

Personally appeared before me the undersigned, a Notary Public in and for said county and state

who acknowledged the execution of the foregoing instrument to be _____ voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 19____

My Commission expires _____ Notary Public (SEAL)

STATE OF INDIANA }
COUNTY OF _____ } ss.

Be It Remembered that on this _____ day of _____, 19____, before me, a Notary Public in and for the County and State aforesaid, personally appeared _____

_____ a corporation, by _____ and _____

Vice President and _____ Secretary, respectively, and acknowledged the execution of the above and foregoing instrument.

Witness my hand and notarial seal the day and year first above written.

My Commission expires _____ Notary Public (SEAL)

EASEMENT FOR ELECTRICAL LINES
FROM
Grantor,
TO
NORTHERN INDIANA
PUBLIC SERVICE COMPANY

Checked by Bruce U. Thevenin
Date 3-17-69
District Hammond
Contract File No. 29081
Charge Acct. No. 5007-1

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