11922

EASEMENT FOR GAS MAINS Form 820-1C 11033 Rev. 2-61

Meridian, in the county of

5265 Hohman Ave. Hammond, Ind. 46325

MERCANTILE NATIONAL BANK OF HAPMOND. TRUSTEE OF Know All Men, That trust no. 2511

herein called the "grantors", in consideration of the sum of one dollar (\$1.06) and other valuable considerations in hand paid to the grantors, hereby grant to Northern Indiana Public Service Company, an Indiana corporation, and to its successors and assigns, a right-of-way to lay, install, maintain, operate, repair, replace and renew gas mains and a line or lines of pipe for the transportation and distribu the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefor, and to operate by means thereof a system for such transportation and distribution of gas, to be used for light; heat convergand officer purposes, in, upon, along and over a

strip of land situated in Section 116 Landship 01166 V Rock Range 2 WEST of the Second Principal

......, State of Indiana, described as follows:

A strip of land in the West half (Wa) of the Northwest Quarter (NW1) of Section 15, Township 36 North, Range 9 West of the Second Principal Meridian in the Town of Harmond, Indiana, and said strip of land being ten (10) feat wide and lying five (5) feet on each side of the conterline and said centerline produced; said centerline being described as follows:

HAR 31 1 55 PH '69

Beginning at a point, located on a line parallel to and one NOREW J. MICENKO hundred sixty feet (1601) 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 eithtytwo and three tenths (482.3) feet more or less to the North line of 175th. Street.

Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. Any pipe line, or lines, shall, at the time of the construction thereof, be buried to such depth as shall not interfere with the cultivation of said premises. Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder. Any damage to the crops, fences, or improvements of the grantors on said strip of land, or on the lands of the grantors adjoining said strip of land, done by the grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith, shall be promptly paid for by the grantee. The grantee may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith. Patrolling said line or lines of pipe on foot shall not constitute grounds for a claim for crop damage.

The grantors reserve the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected or placed on said strip of land by grantors.

The rights herein granted may be assigned in whole or in part.

The grantee shall and will indemnify and save the grantors 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 installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe, and the equipment and facilities connected therewith, over and across said strip of land.

The undersigned grantors hereby covenant that they are the owners in fee simple of said strip of land, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, that the said strip of land is free from all encumbrances, and that the grantors will warrant and defend the title to said easement against all lawful claims.

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

IN WITNESS WHEREOF, the grantors have duly executed this instrument this SEE SIENATURE PAGE ATTACHED (SEAL) (SEAL) (SEAL) (SEAL)

In consideration of one dollar (\$1.00), 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

THIS DOCUMENT WAS DOCUMED BY Bruce C. Thevenin



The state of the s

		5	, 1 49		
STATE OF INDIANA	.50	· •			
COUNTY OF	9.30	SS.		3 0 4 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
Personally appea	red before me the und	lersigned, a Notary l	Public in and for sa id	county and state	
		•		the area .	-
who acknowledged the e	xecution of the forego	ing instrument to be	16	voluntary act	and deed.
WITNESS my h	and and notarial seal	this day of	10		
	NOT	OFFIC	IAL!		(SEAL)
	This Docum				
Hy Commission expires	the Lake	County Re	corder! N	otary Public	
STATE OF INDIANA	:				
COUNTY OF		SS.		• • • • • • • •	
Personally appea	red before me the und	lersigned, a Notary	Public in and for said	county and state	
			:		. .
who acknowledged the e	xecution of the foregoing	ing instrument to be			
WITNESS my ha	and and notarial seal t	this day of			
		THE BER'S OF			(SEAL)
My Commission expires			No	otary Public	
STATE OF INDIANA	F	SEAL SEAL	. ///		
COUNTY OF		DIANAMIN	/-		
Notary Public in and for	the county and state a	foresaid, personally	appeared	, A.D., 19, be	
Notary Public in and for Presidently of the execution of the above corporation and of said of	the county and state and and	inforesaid, personally ment in behalf of sation, for the uses and	appeared	Secretary, and each ack	respective-
Notary Public in and for Presidently of the execution of the above corporation and of said of	the county and state andre and foregoing instru	ment in behalf of sation, for the uses and	appeared	Secretary, and each ack	respective-
Notary Public in and for Presidently of the execution of the above corporation and of said of	the county and state and it andee and foregoing instructionals for said corporational notarial seal the dates	ment in behalf of sation, for the uses and	appeared aid corporation as the purposes set forth.	and each ack voluntary act and de	respective- nowledged ed of said
Notary Public in and for Presidently of the execution of the above corporation and of said of WITNESS my ha	the county and state and it andee and foregoing instructionals for said corporational notarial seal the dates	ment in behalf of sation, for the uses and	appeared aid corporation as the purposes set forth.	and each ack voluntary act and de	respective- nowledged ed of said
Notary Public in and for Presidently of the execution of the above corporation and of said of WITNESS my ha	the county and state and it andee and foregoing instructionals for said corporational notarial seal the dates	ment in behalf of sation, for the uses and	appeared aid corporation as the purposes set forth.	and each ack voluntary act and de	respective- nowledged ed of said
Notary Public in and for Presidently of the execution of the above corporation and of said of WITNESS my ha	the county and state and it andee and foregoing instructionals for said corporational notarial seal the dates	ment in behalf of sation, for the uses and	appeared aid corporation as the purposes set forth.	and each ack voluntary act and de	respective- nowledged ed of said
Notary Public in and for Presidently of the execution of the above corporation and of said of WITNESS my ha	the county and state and it andee and foregoing instructionals for said corporational notarial seal the dates	ment in behalf of sation, for the uses and	appeared aid corporation as the purposes set forth.	and each ack voluntary act and de	respective- nowledged ed of said
Notary Public in and for Presidently of the execution of the above corporation and of said of WITNESS my ha	the county and state and it andee and foregoing instructionals for said corporational notarial seal the dates	ment in behalf of sation, for the uses and	appeared aid corporation as the purposes set forth.	and each ack voluntary act and de	respective- nowledged ed of said
Notary Public in and for Presidently of the execution of the above corporation and of said of WITNESS my ha	the county and state and the and notarial seal the date.	ment in behalf of sation, for the uses and	appeared aid corporation as the purposes set forth.	and each ack voluntary act and de	respective- nowledged ed of said
Notary Public in and for Presidently of the execution of the above corporation and of said of WITNESS my ha	the county and state and the and notarial seal the date.	ment in behalf of sation, for the uses and	appeared aid corporation as the purposes set forth.	and each ack voluntary act and de	respective- nowledged ed of said
Notary Public in and for Presidently of the execution of the above corporation and of said of WITNESS my ha	the county and state and it andee and foregoing instructionals for said corporational notarial seal the dates	ment in behalf of sation, for the uses and	appeared aid corporation as the purposes set forth.	and each ack voluntary act and de	respective- nowledged ed of said
Notary Public in and for Presidently of the execution of the above corporation and of said of WITNESS my ha	the county and state and the a	ment in behalf of sation, for the uses and ay and year first about	appeared aid corporation as the purposes set forth. No.	and each ack voluntary act and de	respective- nowledged ed of said
Notary Public in and for Presidently of	the county and state and the a	ment in behalf of sation, for the uses and ay and year first about	appeared aid corporation as the purposes set forth. No.	and each ack voluntary act and de	respective- nowledged ed of said
Notary Public in and for Presidently of	the county and state and it and re and foregoing instructionals for said corporate and notarial seal the day.	ment in behalf of sation, for the uses and ay and year first about	appeared aid corporation as the purposes set forth. No.	and each ack voluntary act and de	respective- nowledged ed of said
Notary Public in and for Presidently of	the county and state and it and re and foregoing instructionals for said corporate and notarial seal the day.	ment in behalf of sation, for the uses and ay and year first about	appeared aid corporation as the purposes set forth. No.	secretary, and each ack voluntary act and de control of the contro	respective- nowledged ed of said
Notary Public in and for Presidently of	the county and state and the a	ment in behalf of sation, for the uses and ay and year first about	appeared aid corporation as the purposes set forth. No.	and each ack voluntary act and de	respective- nowledged ed of said



EASEMENT FOR GAS MAINS

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 20th day of February , A.D. 19 67 , creating Trust No. 2541; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations it personally, but this instrument is executed and delivered by the Mercantile National Bank of Hammond entas frustee, Folely in the exercise of the powers conferred uponit as such Trustee under suit agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the Mercantile National Bank of Hammond on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, Said Mercantile National Bank of Hammond has caused its name to be signed to these presents by a Senior Vice President and Trust Off. and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer the day and year first above written. Mercantile National Bank of Hammond Is Trustee aforesaid and not personally,

By H. F. Smiddy, Vice President and Trust Officer Dennis W. Churilla, Ass't Trust Officer

STATE OF Indiana) SS: COUNTY OF Lake)

Helen M. Maslanka , a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that H. F. Smiddy, Jr. of the Mercantile National Bank of Hammond a national banking association, and Dennis W. Churilla of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Trust Officer and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary t of said national banking association, as Trustee, for the uses and pur poses therein set forth.

EN under my hand and Notarial Seal this 12th day of , 19 69

dasion Expires: